United States Court of Appeals

for the Second Circuit

EXHIBITS

74-1433

United States Court of Appeals

For the Second Circuit.

ANNE QUINN CORP. and EARL J. SMITH & CO., INC.,
n/k/a U. S. BULK CARRIERS, Inc.,
Plaintiffs-Appellees,

against

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY,
Defendant-Appellant.

ON APPEAL FROM THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK.

EXHIBIT VOLUME.

Pages 161a to 513a.

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UNITED STATES COURT OF APPEALS
FILED
MAY 15 1974
A. DANIEL FUSARO, CLERK
SECOND CIRCUIT

THE REPORTER COMPANY, INC., New York, N. Y. 10007—212 732-6978—1974

(3736)

INDEX TO EXHIBIT VOLUME.

DEFENDANT'S EXHIBITS:

		Page
A.	Ocean Marine Policy No. DE 3540	161a
B.	Ocean Marine Policy No. DE 1751	174a
C.	Memorandum from J. N. Blackman to T. L. Osborn, Jr. dated August 11, 1964 . . .	188a
D.	Questionnaire for "Bumbershoot" Policy . .	190a
F.	Letter from American Manufacturers Mutual Insurance Company to Guy Carpenter & Co. Inc. dated December 31, 1964	195a
J.	Overloading Study by Marine Consultants & Designers, Inc.	196a
AG.	Letters of Instruction from Earl J. Smith & Company, Inc. to Vessel Masters	290a
AH.	Extracts from Plaintiffs-Appellees' Records pertaining to Overloading of Their Vessels .	342a
AI.	Excerpts from the Deposition of Frank B. Hall & Co. Inc. by John D. Lucey, Vice President .	367a
AQ.	Property and Liability Insurance Handbook, edited by J. D. Long and D. W. Gregg, published by Richard D. Irwin, Inc., Homewood, Illinois, 1965, pages 252-254	397a
AR.	Excerpts from the Deposition of Thorolv T. Waaland	400a

PLAINTIFF ANNE QUINN'S EXHIBIT:

Page

1. Touching the Adventures & Perils . . ., by C. B. Mitchell and R. R. Dwelly, American Hull Insurance Syndicate, New York, 1970, pages 194 and 195 . . . . . 419a

PLAINTIFF-INTERVENOR SEAMEN'S EXHIBIT:

1. Letter from American Manufacturers Mutual Insurance Company to H. Froebel, Frank B. Hall & Co., Inc. dated May 13, 1965 . . . 421a

CLAIMANT INDIA SUPPLY MISSION'S EXHIBITS:

1. Records of Dyson Shipping Co., Inc., pertaining to Shipments of Wheat, January - December 1963 . . . . . 422a
2. Records of Dyson Shipping Co., Inc., pertaining to Shipments of Wheat, January - December 1962 . . . . . 434a
3. Records of Dyson Shipping Co., Inc., pertaining to Shipments of Wheat, January - August 1964 . . . . . 445a

Page

5. Minutes of the Regular Monthly Meeting of the Board of Managers of the American Hull Insurance Syndicate held on November 15, 1962 . . 453a

6. Minutes of the Regular Monthly Meeting of the Board of Managers of the American Hull Insurance Syndicate held on April 15, 1965 . . 459a

10. The London Steam-Ship Owners' Mutual Insurance Association Limited Rules 1964 - 1965 . . 464a

OCEAN M

No

AMERICAN MANUFACTURERS

A MUTUAL CORPORATION

LEFT'S EX LUCEY BID

1/31/73

F.U.P.

HOME OFFICE: 110 WILLIA
EXECUTIVE OFFICES: KEMPE
OCEAN MARINE DEPARTMENT
MIDWEST OFFICE: 20 NORTH
PACIFIC COAST OFFICE: 417 MONTGO

BY THIS POL

DOES MAKE INSURANCE and cause to be insured, in the amount o

EARL J. SMITH & COMPANY, INC., OWNERS AND/OR MANAGE
AND BAREBOAT CHARTERERS AND VESSEL OWNERS

.....NORX

Loss, if any, payable to...Earl J. Smith & Company, I

Upon the ~~good~~.. BLANKET EXCESS LIABILITY (UMBI

at and from noon of the.....13th.....day o

to noon of the.....13th.....day o

Subject to the terms and conditions of form and clauses hereto attache

AMOUNT

$5,000,000

RATE

ARINE POLICY 11 117 NO. DE 3540

n-Assessable

S MUTUAL INSURANCE COMPANY

N, INCORPORATED MARCH 29, 1837

KEMPER INSURANCE

M STREET, NEW YORK 38, NEW YORK
R INSURANCE BUILDING, CHICAGO 6
110 WILLIAM STREET, NEW YORK 38
WACKER DRIVE, CHICAGO 6, ILLINOIS
OMERY STREET, SAN FRANCISCO 4, CALIFORNIA

R/I Treaty
237605-1
Sec'k #1
4M/Po/5M

LICY OF INSURANCE

FIVE MILLION----------Dollars

RS AND/OR AS AGENTS FOR ACCOUNT OF THEMSELVES

ACCOUNT OF

Inc., or order

ERSHOOT)

August 19 64 } beginning and ending with
August 19 65 } Eastern Standard Time.

d.

D

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUN 27 1973

D

161a

DEFENDANT'S EXHIBIT A.

PREMIUM

$7,500

AUG 24 1964

~~Warranted free of loss or damage caused by or resulting from strike~~
~~or persons taking part in any such occurrence or disorder.~~

Warranted free of claim for loss, damage or expense in consequence o
violation or attempted violation thereof.

Unless physically deleted by the Company, the following warranty
of the Policy:

Notwithstanding anything to the contrary contained in the Poli
caused by or resulting from capture, seizure, arrest, restraint or d
of the Vessel, by requisition or otherwise, whether in time of
hostilities or warlike operations (whether there be a declaratio
aircraft, rockets or similar missiles, or with any fixed or floating
unless caused directly (and independently of the nature of the
other vessel involved therein, is performing) by a hostile act by
includes any authority maintaining naval, military or air forces
war, from all loss, damage or expense caused by any weapo
radioactive force or matter.

Further warranted free from the consequences of civil war, rev

If war risks are hereafter insured by endorsement on the Policy, suc
terms are inconsistent and only while such war risk endorsement remains

EITHER party may cancel this Policy by giving fifteen days' not
three days after arrival at port of destination; if at the option of this Co
~~From all return premiums the same percentage of deduction (if any) s~~

This policy is issued by a mutual company having special regulat
insurance of which the following shall apply to and form a part of this po

MUTUAL PO

This is a perpetual mutual corporation owned by and operated fo
which the Board of Directors in its discretion may determine and pay

The annual meeting shall be held at the Home Office of the Compa
in June. Each member shall be entitled to cast one vote in person or b
vided that proxies must be filed with the Secretary for record at least f

In Witness Whereof, this Company has executed an att

August 13, 1964 at New

countersigned by a duly authorized Agent of this Company.

Secretary

COPY

Countersigned at New York on date show

2M Brokers Frank B. Hall

PRINTED IN U.S.A.

DEFENDANT'S EXHIBIT A

s, lockouts, labor disturbances, riots, civil commotions or the acts of any person—

any prohibition, restriction or embargo of or by any Government or of any

shall be paramount and shall supersede and nullify any contrary provision

y, this insurance is warranted free from any claim for loss, damage or expense
etainment, or the consequences thereof or of any attempt thereat, or any taking
peace or war and whether lawful or otherwise; also from all consequences of
of war or not), but the foregoing shall not exclude collision or contact with
bject (other than a mine or torpedo), stranding, heavy weather, fire or explosion
voyage or service which the vessel concerned or, in the case of a collision, any
or against a belligerent power, and for the purpose of this warranty "power"
in association with a power; also warranted free, whether in time of peace or
of war employing atomic or nuclear fission and/or fusion or other reaction or

olution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

h endorsement shall supersede the above warranty only to the extent that their
in force.

ice in writing, if in port of destination; if on voyage the cancellation to take effect
mpany pro-rata rates, if at the request of the assured short rates, will be charged.
hall be made as was allowed by this Company on receipt of original premium.

ions lawfully applicable to its organization, membership, policies or contracts of
olicy:

OLICY CONDITIONS

r the benefit of its members. This is a non-assessable, participating policy under
unabsorbed premium deposit refunds (dividends) to the insured.

ny at eleven o'clock in the forenoon on the first Thursday after the first Tuesday
y proxy at any regular or special meeting of the members of the Company, pro-
ifteen days before the date of meeting.

18th

ested these presents this.....day of

York, but this Policy shall not attach or be valid unless

NON-PARTICIPATING

American Manufacturers Mutual Insurance Co.

AUTHORIZED SIGNATURE

n above by.....

DEFENDANT'S EXHIBIT A

STANDARD "BUMBERSHOOT" WORDING

Assured: EARL J. SMITH & COMPANY, INC., OWNERS AND/OR MANAGERS AND/OR AS AGENTS FOR ACCOUNT OF THEMSELVES AND BAREBOAT CHARTERERS [AS VESSEL OWNERS]

Period: Twelve (12) months from

AUGUST 13, 1964, Noon, Eastern Standard Time

INSURING AGREEMENT

I. COVERAGE

This Policy is to indemnify the Assured in respect of the following (including such expenses as are set out in the definition of "ULTIMATE NET LOSS"):

(a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by The United Kingdom Mutual Steam Ship Assurance Association, Limited.

(b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever.

(c) All other sums which the Assured shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the Assured for damages of whatsoever nature, on account of:-

(i) Personal injuries, including death at any time resulting therefrom:

(ii) Property Damage:

caused by or arising out of each occurrence happening anywhere in the world. Notwithstanding the foregoing this Insurance shall not cover liabilities arising by reason of insolvency or inadequacy of capital.

II. LIMIT OF LIABILITY - UNDERLYING LIMITS

Underwriters hereon shall only be liable for the excess of either -

(a) The amount(s) of the limit(s) set out in underlying insurances identified in the attached Schedule (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses the sum(s) of said expenses actually insured under the underlying policies shall be deemed the amount(s) of the limit(s) of said underlying policies), or

(b) $,000,000. Ultimate Net Loss in respect of each occurrence not covered by said underlying insurances

(all hereinafter called the "Underlying Limits")

and then only up to a further

$ 5,000,000. Ultimate Net Loss in respect of each occurrence

COPY

American Home Assurance Company
Manufacturers Mutual Insurance Co.

AUTHORIZED SIGNATURE

DEFENDANT'S EXHIBIT A

In the event of reduction or exhaustion of the aggregate limits of liability under underlying insurance by reason of losses paid thereunder, such underlying insurances shall, for the purpose of this Policy, be deemed to have been reinstated in full, notwithstanding anything herein contained to the contrary.

The inclusion hereunder of more than one Assured shall not operate to increase Underwriters' limit of liability.

III. The Premium hereunder shall be $ 7,500. payable at inception.

DEFINITIONS

I. ASSURED

The unqualified word "Assured," wherever used in this Policy, includes not only the Named Assured but also:-

(a) any executive officer, director, stockholder or employee of the Named Assured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only in respect of operations by or on behalf of the Named Assured;

(c) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured or to any aircraft owned by the Named Assured or hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The Insurance extended by this sub-division (c), with respect to any person or organization other than the Named Assured, shall not apply -

1. to any person or organization, or to any agent or employee thereof operating an automobile repair shop, public garage, sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner.

II. OCCURRENCE

The term "occurrence," wherever used herein, shall mean one happening or series of happenings, arising out of or due to one event taking place during the term of this Policy.

DEFENDANT'S EXHIBIT A

III. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Assured becomes obligated to pay by reason of matters set out in Insuring Agreement I, including compromise settlements, and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overhead and also excluding any part of such expenses for which the Assured is covered by other valid and collectible insurance.

IV. AUTOMOBILE

The term "Automobile," wherever used herein, shall mean a land motor vehicle, trailer or semi-trailer.

V. AIRCRAFT

The term "Aircraft," wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

EXCLUSIONS

THIS POLICY SHALL NOT APPLY:-

I. (a) to indemnify an Assured whose dishonesty or fraud, committed individually or in collusion with others, caused the loss for which that Assured seeks indemnity; nor

(b) to indemnify any Assured against claims based upon any intentional non-compliance with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged bodily injury (fatal or otherwise) or physical loss of, damage to, and/or loss of use of tangible property; nor

(c) to indemnify any Assured in respect of any Criminal fines or Criminal penalties incurred through the Criminal act of that Assured.

II. With respect to advertising activities to claims against the Assured:-

(a) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

(b) by advertising agents of the Assured;

(c) for infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

(d) for incorrect description of any article or commodity;

(e) for mistake in advertised price.

III. To any claim(s) made by any National, State or Local Government sub-divisions or agencies thereof, unless such claim(s) be for damages occasioned by actual or alleged personal and/or bodily injury (fatal or otherwise), physical loss of, damage to and/or loss of use of, tangible property.

IV. To any claim(s) or suit(s) alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade.

V. To any stockholder's derivative action(s).

VI. To claims for non-payment or delay in payment of charter hire; non-payment or delay in payment of loans, mortgages, promissory notes, checks, drafts or other evidences of debt.

VII. To claims for infringement of patent(s); unauthorized use of trade-mark(s) or trade-name(s); misappropriation of design(s), drawing(s), process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.

VIII. (a) To loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

(b) Nevertheless, this exclusion shall not apply except as provided in (c) below, to liabilities:-

(i) Arising in connection with vessels owned chartered hired or otherwise used by the Assured.

(ii) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses relevant to the particular form of transit.

(iii) Arising out of any waterborne operations.

(iv) To seamen or under Workmen's Compensation Statutes.

(v) For death of or bodily injury to persons of any kind.

(c) Notwithstanding the provisions of (b) above, the clause set out in (a) above shall apply to the liabilities set out in (b) above:

(i) unless sooner applied under the provisions of (ii) or (iii), automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other members of the British Commonwealth), France, the Union of Soviet Socialist Republics, the People's Republic of China.

(ii) at any time at the Assured's request, or by Underwriters giving 14 days' written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (i) or (iii). Written or telegraphic notice sent to the Assured at his (its) last known address shall constitute a complete notice and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (a) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, that the clause set out in (a) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties.

(iii) unless sooner terminated under the provisions of (i) or (ii), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.

If, subsequent to the agreement of an additional premium as provided by paragraph (ii) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (i) or (iii) become operative, pro rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon thereafter as practicable to do so.

C O N D I T I O N S

A. GEOGRAPHICAL LIMITS

This Policy covers the operations of the Assured anywhere in the World.

B. CROSS LIABILITY

In the event of one of the Assureds incurring liability to any other of the assureds, this Policy shall cover the Assured against whom claim is or may be made in the same manner as if separate Policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

C. NOTICE OF OCCURRENCE

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involved injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent to

FRANK B. HALL & CO., INC.-67 WALL STREET, NEW YORK 5, NEW YORK

as soon as practicable, provided, however, that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

DEFENDANT'S EXHIBIT A

D. ASSISTANCE AND CO-OPERATION

Underwriters shall not be called upon to assume charge of the settlement or defence of any claim made or suit brought or proceeding instituted against the Assured, but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's Underlying Insurers, or both, in the defence and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve Underwriters, in which event the Assured, the Underlying Insurers and Underwriters shall co-operate in all things in the defence of such claim, suit or proceeding.

E. APPEALS

In the event the Assured or the Assured's Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limit, Underwriters may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Underwriters for Ultimate Net Loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal plus the taxable costs and disbursements and interest incidental thereto.

F. BANKRUPTCY OR INSOLVENCY

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy, other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Polic shall be in excess of and shall not contribute with such other Insurance, either as double Insurance or otherwise. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other Insurance.

H. SUBROGATION

In as much as this Policy is "Excess Coverage," the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

I. ASSIGNMENT

Assignment of interest under this Policy shall not bind Underwriters until their consent is endorsed hereon.

CURRENCY

The premiums and losses under this Policy are payable in United States currency.

CONFLICTING STATUTES

In the event that any provision of this Policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this Policy shall be enforceable by the Assured with the same effect as if it complied with such statute.

SERVICE OF SUIT CLAUSE

~~It is agreed that in the event of the failure of Underwriters hereon to pay any~~ amount claimed to be due hereunder, Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States, and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 27 William Street, New York City, New York, and/or their nominees, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any State, Territory or District of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Contract of Insurance, and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true ~~copy thereof~~.

M. MAINTENANCE OF UNDERLYING INSURANCE

(a) It is a condition of this Policy that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this Policy.

(b) Inadvertent failure of the Assured to comply with (a) above or inadvertent failure to notify Underwriters of any changes in the Underlying Insurances shall not prejudice the Assured's rights of recovery under this Policy but in the event of such failure, Underwriters to be liable only to the same extent as they would have been had the Assured complied with the said condition.

(c) In the event of an underlying War Risks Insurance being cancelled by the Underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but Underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been cancelled. Nothing in the foregoing sentence shall be deemed to affect the application of Exclusion No. 8 hereunder.

DEFENDANT'S EXHIBIT A

Schedule of Underlying Insurances carried in the name of Earl J. Smith & Company, Inc. and/or Subsidiary or Inter-related Companies Corporations.

Comprehensive General Liability:

Bodily Injury - $250,000/500,000.
Property Damage - $100,000.

Comprehensive Automobile Liability

B.I. $250,000/500,000.
P.D. $100,000.

Workmen's Compensation & Employers Liability

Section B - $500,000.

Schedule of Underlying Vessels' Insurances - Insured for the account of Owners, Bareboat Charterers and Managers.

HULL, MACHINERY, ETC. - (Marine and War)

	Victory Type	Hull Value
1)	SMITH CAPER	$800,000.-
2)	SMITH DEFENDER	"
3)	SMITH VICTORY	"
4)	SMITH EXPLORER	"
5)	SMITH ADVENTURER	"
6)	SMITH VOYAGER * Sunk 10/27/62	"
7)	SMITH LEADER	"
8)	SMITH BUILDER	"
9)	SMITH TOURIST	"
	C-2 Type	
10)	SMITH PILOT	"
	Liberty Type	
11)	SMITH CONQUEROR	$500,000.-
12)	ISAAC MANN	"
13)	ANNE QUINN	"
14)	DOROTHY DOYLAN	"
15)	JANET QUINN	"
16)	RUSSELL L.	"
17)	CAPE COD	$1,100,000.-

PROTECTION AND INDEMNITY

Above 17 Vessels - Limit $2,000,000.- each vessel each accident or occurrence

ASH PARTICIPATING

Attached to and forming part of policy No. DF [illegible] of the AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY issued to Earl J. Smith & Co., Inc.

American Manufacturers Mutual Insurance Co.

AUTHORIZED SIGNATURE

Dated: August 18, 1964

COPY

DEFENDANT'S EXHIBIT A

OWNER/MANAGER

VESSEL(S) Smith Ocean 714

DATES 8/13/64 - 8/13/65

AMT. OF INS. RATE PREMIUM

REINSURANCE 2% Brokerage AMT. GR NET

ENDT. NO. POLICY NO. DE 3540 R DATE 11/22/65

POL. EFF.	EXP.	TRM.	ENT. EFF.	B.O.-PROD.	PRODUCERS NAME
8/4	8/5	1	8/4	38-7158	

T.	FLEET #	MAJ. PER.	CLASS	COMM RATE	TR.	P.C.
31	7713	731	1071	15.00	3	1

NST.	PREMIUM	INSURED	VESSEL	JOINT POL.#	D.C.	CO.
—	-7500.00	Encl. Smith	Sm Chart	—	3	4

EXP. POL. NO.	TYPE POL.	CAN.	R.I. ACC.
	VS RI		

NOV 22 1968

OK 61 5-68 5M SETS

PRINTED IN U.S.A.

DEFENDANT'S EXHIBIT A

Please remit gross. Cancel Flat
& assumed. adjusted. R/P $7500 adj 11/22/64
Decl #1 Treaty
POLICY: DE 3540 NRE

(1) REINSURANCE: (GC) 23705 SB ____ WFD ____ CARGO XL ____ OTHER ____ NOV 22 1968

(2) CODING: MAJOR PERIL 712 CLASS 1071 COMMISSION 15 %

(3) AMOUNT OF INSURANCE $5,000,000 RATE OR (AP) PREMIUM ____ RP $7,500. AUG 24 1964

(4) DEFERRED PAYMENT: QUARTERLY ____ SEMI-ANN ____ OTHER ____

(5) CANADIAN FUNDS ____ BOTW ____

(6) MANAGING OWNER Earl J. Smith etal

(7) ENTER POLICY NO. ON FRS ✓ Bumbershoot

(8) ATTACH FLEET BINDER HERETO ____

NO. OF VESSELS COVERED (17) Smith Capers + 16

TERM 8/13/64 - 8/13/65

SEND C/C TO R/I ____ AUG 24 1964 #6000.00

Ren DE 1751

8/20/64

DEFENDANT'S EXHIBIT A

ENDORSEMENT

March 12, 1965.

EARL J. SMITH & COMPANY, INC. etal
BLANKET EXCESS LIABILITY (UMBRELLA)

Assurer accepts notice that as of March 4, 1965 the corporate name Earl J. Smith & Company, Inc. was changed to U. S. Bulk Carriers, Inc. and agrees to substitute U. S. Bulk Carriers, Inc. wherever Earl J. Smith & Company, Inc. now appears hereunder.

NON-PARTICIPATING
American Manufacturers Mutual Insurance Co.
3/12/65
AUTHORIZED SIGNATURE

All other terms and conditions remaining unchanged

Attached to and made part of Policy No. DX 3540 of AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

FRANK B. HALL & CO., INC.
67 WALL STREET, NEW YORK 5, N. Y.

FORM M146 REV. 25M SETS 1-59 AP

174a

DEFENDANT'S EXHIBIT B.

POLICY: a DE 1751 NBE

(1) REINSURANCE: GC #266 LC SB ____ WFD ____ CARGO XL ____ OTHER ____

(2) CODING: MAJOR PERIL 7/2 CLASS 1071 COMMISSION 15

(3) AMOUNT OF INSURANCE $500,000 RATE OR PREMIUM (AP) RP $7,500. AUG 16 1963

(4) DEFERRED PAYMENT: QUARTERLY ____ SEMI-ANN ____ OTHER ____

(5) CANADIAN FUNDS ____ BOTW ____

(6) MANAGING OWNER Earl J. Smith & Co etal

(7) ENTER POLICY NO. ON FRS Bundlerahoot

(8) ATTACH FLEET BINDER HERETO ____

NO. OF VESSELS COVERED Schedule headed "Smith Copar"

TERM 8/13/63 - 8/13/64

SEND C/C TO R/I GE 7619

P/Pg $6000.00 AUG 16 1963

5/63

OCEAN MARINE POLICY NO. [redacted] DE 1751

Non-Assessable

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

A MUTUAL CORPORATION, INCORPORATED MARCH 29, 1897

KEMPER INSURANCE

HOME OFFICE: 110 WILLIAM STREET, NEW YORK 38, NEW YORK
EXECUTIVE OFFICES: KEMPER INSURANCE BUILDING, CHICAGO 6
OCEAN MARINE DEPARTMENT: 110 WILLIAM STREET, NEW YORK 38
MIDWEST OFFICE: 20 NORTH WACKER DRIVE, CHICAGO 6, ILLINOIS
PACIFIC COAST OFFICE: 417 MONTGOMERY STREET, SAN FRANCISCO 4, CALIFORNIA

Loss 2
10/5/71

BY THIS POLICY OF INSURANCE

DOES MAKE INSURANCE and cause to be insured, in the amount of FIVE MILLION---------- Dollars

EARL J. SMITH & COMPANY, INC., OWNERS AND/OR MANAGERS AND/OR AS AGENTS FOR ACCOUNT OF THEMSELVES AND BAREBOAT CHARTERERS AND VESSEL OWNERS. HEREINAFTER

Loss, if any, payable to Earl J. Smith & Company, Inc., or order.

Upon BLANKET EXCESS LIABILITY (BUMBERSHOOT)

at and from noon of the 13th day of August 1963
to noon of the 13th day of August 1964
beginning and ending with Eastern Standard Time.

Subject to the terms and conditions of form and clauses hereto attached.

AMOUNT
$5,000,000.

RATE
- - -

EXHIBIT D
U. S. DIST. COURT
S. D. OF N. Y.

B

175a

DEFENDANT'S EXHIBIT B

PREMIUM

$7,500.00

AUG 16 1963

~~Warranted free of loss or damage caused by or resulting from strikes, lockouts, labor disturbances, riots, civil commotions or the acts of any person~~ or persons taking part in any such occurrence or disorder.

Warranted free of claim for loss, damage or expense in consequence of any prohibition, restriction or embargo of or by any Government or of any violation or attempted violation thereof.

Unless physically deleted by the Company, the following warranty shall be paramount and shall supersede and nullify any contrary provision of the Policy:

Notwithstanding anything to the contrary contained in the Policy, this insurance is warranted free from any claim for loss, damage or expense caused by or resulting from capture, seizure, arrest, restraint or detainment, or the consequences thereof or of any attempt thereat, or any taking of the Vessel, by requisition or otherwise, whether in time of peace or war and whether lawful or otherwise; also from all consequences of hostilities or warlike operations (whether there be a declaration of war or not), but the foregoing shall not exclude collision or contact with aircraft, rockets or similar missiles, or with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather, fire or explosion unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power, and for the purpose of this warranty "power" includes any authority maintaining naval, military or air forces in association with a power; also warranted free, whether in time of peace or war, from all loss, damage or expense caused by any weapon of war employing atomic or nuclear fission and/or fusion or other reaction or radioactive force or matter.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

If war risks are hereafter insured by endorsement on the Policy, such endorsement shall supersede the above warranty only to the extent that their terms are inconsistent and only while such war risk endorsement remains in force.

EITHER party may cancel this Policy by giving fifteen days' notice in writing, if in port of destination; if on voyage the cancellation to take effect three days after arrival at port of destination; if at the option of this Company pro-rata rates, if at the request of the assured short rates, will be charged. ~~From all return premiums the same percentage of deduction (if any) shall be made as was allowed by this Company on receipt of original premium.~~

This policy is issued by a mutual company having special regulations lawfully applicable to its organization, membership, policies or contracts of insurance of which the following shall apply to and form a part of this policy:

MUTUAL POLICY CONDITIONS

This is a perpetual mutual corporation owned by and operated for the benefit of its members. This is a non-assessable, participating policy under which the Board of Directors in its discretion may determine and pay unabsorbed premium deposit refunds (dividends) to the insured.

The annual meeting shall be held at the Home Office of the Company at eleven o'clock in the forenoon on the first Thursday after the first Tuesday in June. Each member shall be entitled to cast one vote in person or by proxy at any regular or special meeting of the members of the Company, provided that proxies must be filed with the Secretary for record at least fifteen days before the date of meeting.

In Witness Whereof, this Company has executed and attested these presents this 14th day of August 19 63, at New York, but this Policy shall not attach or be valid unless countersigned by a duly authorized Agent of this Company.

Secretary

COPY

NON-PARTICIPATING
American Manufacturers Mutual Insurance Co.

Countersigned at New York on date shown above by

AUTHORIZED SIGNATURE

Broker: Frank B. Hall & Co., Inc.

ON 22-2 3-63 5M

176a

DEFENDANT'S EXHIBIT B

DEFENDANT'S EXHIBIT B
STANDARD "BUMBERSHOOT" WORDING

Assured: EARL J. SMITH & COMPANY, INC., OWNERS AND/OR MANAGERS AND/OR AS AGENTS FOR ACCOUNT OF THEMSELVES AND BAREBOAT CHARTERERS AND VESSEL OWNERS.

Period: Twelve (12) months from

August 13, 1963, Noon, Eastern Standard Time.

INSURING AGREEMENT

1. COVERAGE

This Policy is to indemnify the Assured in respect of the following (including such expenses as are set out in the definition of "ULTIMATE NET LOSS"):

(a) All Protection and Indemnity risks of whatsoever nature including, but not limited to, those covered by the underlying Protection and Indemnity Insurances or which are absolutely or conditionally undertaken by The United Kingdom Mutual Steam Ship Assurance Association, Limited.

(b) General Average, Collision Liabilities, Salvage, Salvage Charges and Sue and Labor arising from any cause whatsoever.

(c) All other sums which the Assured shall become legally liable to pay or by contract or agreement become liable to pay in respect of claims made against the Assured for damages of whatsoever nature. Notwithstanding the foregoing this Insurance shall not cover liabilities arising by reason of insolvency or inadequacy of capital.

2. LIMIT OF LIABILITY - UNDERLYING LIMITS

Underwriters hereon shall only be liable for the excess of either -

(a) The amount(s) of the limit(s) set out in underlying insurances identified in the attached Schedule (with respect to General Average, Salvage, Salvage Charges, Sue and Labor expenses the sum(s) of said expenses actually insured under the underlying policies shall be deemed the amount(s) of the limit(s) of said underlying policies), or

COPY

NON-PARTICIPATING
American Manufacturers Mutual Insurance Co.

AUTHORIZED SIGNATURE

DEFENDANT'S EXHIBIT B

(b) $ 25,000.- - - - Ultimate Net Loss in respect of each occurrence not covered by said underlying insurances

(all hereinafter called the "Underlying Limits")

and then only up to a further

$ 5,000,000.- - - Ultimate Net Loss in respect of each occurrence.

In the event of reduction or exhaustion of the aggregate limits of liability under underlying insurance by reason of losses paid thereunder, such underlying insurances shall, for the purpose of this Policy, be deemed to have been reinstated in full, notwithstanding anything herein contained to the contrary.

The inclusion hereunder of more than one Assured shall not operate to increase Underwriters' limit of liability.

3. The Premium hereunder shall be $ 7,500.- - - payable at inception.

D E F I N I T I O N S

1. ASSURED

The unqualified word "Assured", wherever used in this Policy, includes not only the Named Assured but also:-

(a) any executive officer, director, stockholder or employee of the Named Assured, while acting in his capacity as such;

(b) any person, organization, trustee or estate to whom the Named Assured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this Policy, but only in respect of operations by or on behalf of the Named Assured;

(c) with respect to any automobile owned by the Named Assured or hired for use in behalf of the Named Assured or to any aircraft hired for use in behalf of the Named Assured, any person while using such automobile or aircraft and any person or organization legally responsible for the use thereof, provided the actual use of the automobile or aircraft is with the permission of the Named Assured. The Insurance extended by this sub-division (c), with respect to any person or organization other than the Named Assured, shall not apply -

1. to any person or organization, or to any agent or employee thereof operating an automobile repair shop, public garage owned by the named assured, or

DEFENDANT'S EXHIBIT B

sales agency, service station, or public parking place, with respect to any occurrence arising out of the operation thereof;

2. to any manufacturer of aircraft, engines, or aviation accessories, or any aviation sales or service or repair organization or airport or hangar operator or their respective employees or agents, with respect to any occurrence arising out of the operation thereof;

3. with respect to any hired automobile or aircraft, to the owner thereof or any employee of such owner.

2. OCCURRENCE

The term "occurrence", wherever used herein, shall mean one happening or series of happenings, arising out of or due to one event taking place during the term of this Policy.

3. ULTIMATE NET LOSS

The term "Ultimate Net Loss" shall mean the total sum which the Assured becomes obligated to pay by reason of matters set out in Insuring Agreement I, including compromise settlements, and shall include hospital, medical and funeral charges and all sums paid as salaries, wages, compensation, fees, charges and law costs, premiums on attachment or appeal bonds, interest, expenses for doctors, lawyers, nurses and investigators and other persons, and for litigation, settlement adjustment and investigation of claims and suits which are paid as a consequence of any occurrence covered hereunder, excluding, however, the salaries of the Assured's permanent employees and general office overhead and also excluding any part of such expenses for which the Assured is covered by other valid and collectible insurance.

4. AUTOMOBILE

The term "Automobile", wherever used herein, shall mean a land motor vehicle trailer or semi-trailer.

5. AIRCRAFT

The term "Aircraft", wherever used herein, shall mean any heavier than air or lighter than air aircraft designed to transport persons or property.

DEFENDANT'S EXHIBIT B
EXCLUSIONS

THIS POLICY SHALL NOT APPLY:-

1. (a) to indemnify an Assured whose dishonesty or fraud, committed individually or in collusion with others, caused the loss for which that Assured seeks indemnity; nor

   (b) to indemnify any Assured against claims based upon any intentional non-compliance with any statute or regulation unless such claim(s) be for damages occasioned by actual or alleged bodily injury (fatal or otherwise) or physical loss of, damage to, and/or loss of use of tangible property; nor

   (c) to indemnify any Assured in respect of any Criminal fines or Criminal penalties incurred through the Criminal act of that Assured.

2. With respect to advertising activities to claims against the Assured:-

   (a) for failure of performance of contract, but this shall not relate to claims for unauthorized appropriation of ideas based upon alleged breach of an implied contract;

   (b) by advertising agents of the Assured;

   (c) for infringement of registered trade mark, service mark or trade name by use thereof as the registered trade mark, service mark or trade name of goods or services sold, offered for sale or advertised, but this shall not relate to titles or slogans;

   (d) for incorrect description of any article or commodity;

   (e) for mistake in advertised price.

3. To any claim(s) made by any National, State or Local Government subdivisions or agencies thereof, unless such claim(s) be for damages occasioned by actual or alleged personal and/or bodily injury (fatal or otherwise), physical loss of, damage to and/or loss of use of, tangible property.

4. To any claim(s) or suit(s) alleging violation of the anti-trust laws, unfair competition or other acts allegedly in restraint of trade.

5. To any stockholder's derivative action(s).

6. To claims for non-payment or delay in payment of charter hire; non-payment or delay in payment of loans, mortgages, promissory notes, checks drafts or other evidences of debt.

DEFENDANT'S EXHIBIT B

7. To claims for infringement of patent(s); unauthorized use of trade mark(s) or trade name(s); misappropriation of design(s), drawing(s), process(es) or procedure(s) or to claims based on misappropriation of minerals or non-payment of mineral royalties.

8. (a) To loss, damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

(b) Nevertheless, this exclusion shall not apply except as provided in (c) below, to liabilities;-

(i) Arising in connection with vessels owned chartered hired or otherwise used by the Assured.

(ii) Arising out of property of any kind in transit by land, water or air during such periods as would be covered for full War risks under an insurance covering physical loss of or damage to cargo subject to the Institute War Clauses revelant to the particular form of transit.

(iii) Arising out of any waterborne operations.

(iv) To seamen or under Workmen's Compensation Statutes.

(v) For death of or bodily injury to persons of any kind.

(c) Notwithstanding the provisions of (b) above, the clause set out in (a) above shall apply to the liabilities set out in (b) above:

(i) unless sooner applied under the provisions of (ii) or (iii), automatically upon and simultaneously with the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United States of America, United Kingdom (or any other member of the British Commonwealth), France, the Union of Soviet Socialist Republics, the People's Republic of China.

(ii) at any time at the Assured's request, or by Underwriters giving 14 days' written notice to the Assured, but in no event shall such notice affect or postpone the operation of the provisions of (i) or (iii). Written or telegraphic notice sent to the Assured at his (its) last known address

shall constitute a complete notice and such notice mailed or telegraphed to the said Assured, care of the broker who negotiated this insurance, shall have the same effect as if sent to the said Assured direct. The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of the operation of the clause set out in (a) above shall be 14 days from midnight of the day on which such notice was mailed or telegraphed as aforesaid. Underwriters agree, however, that the clause set out in (a) above shall not apply subject to agreement between Underwriters and the Assured prior to the aforesaid effective date and hour as to an additional premium and/or new conditions and/or warranties.

(iii) unless sooner terminated under the provisions of (i) or (ii), automatically in respect of an insured vessel if and when such vessel is requisitioned, either for title or use, by the Government of the United States or of the country in which the vessel is owned or registered or of the country in which any such right of requisition is vested.

If, subsequent to the agreement of an additional premium as provided by paragraph (ii) above, either the Assured or Underwriters again elect to exercise the option provided therein or paragraphs (i) or (iii) become operative, pro rata net return of the additional premium paid shall be refunded to the Assured. Such return premium will be paid on demand or as soon thereafter as practicable to do so.

CONDITIONS

A. GEOGRAPHICAL LIMITS

This Policy covers the operations of the Assured anywhere in the World

B. CROSS LIABILITY

In the event of one of the Assureds incurring liability to any other of the Assureds, this Policy shall cover the Assured against whom claim is or may be made in the same manner as if separate Policies had been issued to each Assured. Nothing contained herein shall operate to increase Underwriters' limit of liability as set forth in Insuring Agreement II.

C. NOTICE OF OCCURRENCE DEFENDANT'S EXHIBIT B

Whenever the Assured has information from which the Assured may reasonably conclude that an occurrence covered hereunder involved injuries or damages which, in the event that the Assured should be held liable, is likely to involve this Policy, notice shall be sent to **FRANK B. HALL & CO., INC. - 67 WALL STREET, NEW YORK 5, NEW YORK** as soon as practicable, provided, however, that failure to notify the above firm of any occurrence which at the time of its happening did not appear to involve this Policy, but which, at a later date, would appear to give rise to claims hereunder, shall not prejudice such claims.

D. ASSISTANCE AND CO-OPERATION

Underwriters shall not be called upon to assume charge of the settlement or defence of any claim made or suit brought or proceeding instituted against the Assured, but Underwriters shall have the right and shall be given the opportunity to associate with the Assured or the Assured's Underlying Insurers, or both, in the defence and control of any claim, suit or proceeding relative to an occurrence where the claim or suit involves or appears reasonably likely to involve Underwriters, in which event the Assured, the Underlying Insurers and Underwriters shall co-operate in all things in the defence of such claim, suit or proceeding.

E. APPEALS

In the event the Assured or the Assured's Underlying Insurers elect not to appeal a judgment in excess of the Underlying Limits, Underwriters may elect to make such appeal at their cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability of Underwriters for Ultimate Net Loss exceed the amount set forth in Insuring Agreement II for any one occurrence and in addition the cost and expense of such appeal plus the taxable costs and disbursements and interest incidental thereto.

F. BANKRUPTCY OR INSOLVENCY

In the event of the bankruptcy or insolvency of the Assured or any entity comprising the Assured, the Underwriters shall not be relieved thereby of the payment of any claim hereunder because of such bankruptcy or insolvency.

G. OTHER INSURANCE

If other valid and collectible insurance with any other Insurer is available to the Assured covering a loss also covered by this Policy,

DEFENDANT'S EXHIBIT B

other than Insurance that is in excess of the Insurance afforded by this Policy, the Insurance afforded by this Policy shall be in excess of and shall not contribute with such other Insurance, either as double insurance or otherwise. Nothing herein shall be construed to make this Policy subject to the terms, conditions and limitations of other insurance.

H. SUBROGATION

Inasmuch as this Policy is "Excess Coverage", the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

I. ASSIGNMENT

Assignment of interest under this Policy shall not bind Underwriters until their consent is endorsed hereon.

J. CURRENCY

The premiums and losses under this Policy are payable in United States Currency.

K. CONFLICTING STATUTES

In the event that any provision of this Policy is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby, because of non-compliance with any statute thereof, then this Policy shall be enforceable by the Assured with the same effect as if it complied with such statute.

~~L. SERVICE OF SUIT CLAUSE~~

~~It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon,~~

DEFENDANT'S EXHIBIT B

~~at the request of the Assured, will submit to the jurisdiction of any~~ Court of competent jurisdiction within the United States, and will comply with all requirements necessary to give such Court jurisdiction, and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon Mendes & Mount, 27 William Street, New York City, New York, and/or their nominees, and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal. The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any State, Territory or District of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commission or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above-named as the person to whom the said officer is ~~authorized to mail such process or a true copy thereof.~~

M. MAINTENANCE OF UNDERLYING INSURANCE

(a) It is a condition of this Policy that the Policy or Policies referred to in the attached "Schedule of Underlying Insurances" shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limit or limits contained therein solely by payment of claims in respect of accidents and/or occurrences, occurring during the period of this Policy.

(b) Inadvertent failure of the Assured to comply with (a) above or inadvertent failure to notify Underwriters of any changes in the underlying insurances shall not prejudice the Assured's rights of recovery under this Policy but in the event of such failure, Underwriters to be liable only to the same extent as they would have been had the Assured complied with the said condition.

DEFENDANT'S EXHIBIT B

(c) In the event of an underlying War Risks Insurance being canceled by the Underwriters thereon under the terms of the cancellation clause therein, such cancellation shall not constitute a breach of (a) above, but Underwriters to be liable hereunder only to the same extent as they would have been had that underlying War Risks Insurance not been canceled. Nothing in the foregoing sentence shall be deemed to affect the application of Exclusion No. 8 hereunder.

Attached to and forming part of Policy No. DE 1751 of the AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY.

Dated: August 14, 1963

NON-PARTICIPATING
American Manufacturers Mutual Insurance Co.

AUTHORIZED SIGNATURE

COPY

DEFENDANT'S EXHIBIT B

Schedule of Underlying Insurances carried in the name of Earl J. Smith and Company, Inc. and/or Subsidiary or Inter-related Companies or Corporations.

Comprehensive General Liability:
Bodily Injury - $250,000/500,000.
Property Damage - $100,000.

Comprehensive Automobile Liability:
B.I. $250,000/500,000.
P.D. $100,000.

Workmen's Compensation & Employers Liability:
Section B - $500,000.

- -

Schedule of Underlying Vessels' Insurances - Insured for the account of Owners, Bareboat Charterers and Managers.

H U L L, M A C H I N E R Y, E T C.

	Victory Type	Hull Value
1)	SMITH CAPER	$800,000.
2)	SMITH DEFENDER	"
3)	SMITH VICTORY	"
4)	SMITH EXPLORER	"
5)	SMITH ADVENTURER	"
6)	SMITH VOYAGER	"
7)	SMITH LEADER	"
8)	SMITH BUILDER	"
9)	SMITH TOURIST	"
	C-2 Type	
10)	SMITH PILOT	$800,000.
	Liberty Type	
11)	SMITH CONQUEROR	$500,000.
12)	SMITH CRUSADER	"
13)	ISAAC MANN	"
14)	ANNE QUINN	"
15)	DOROTHY BOYLAN	"
16)	JANET QUINN	"
17)	RUSSELL L.	"
18)	CAPE COD	$1,100,000.

P R O T E C T I O N & I N D E M N I T Y

Above 18 Vessels - Limit $2,000,000. - each vessel each accident or occurrence.

Attached to and forming part of Policy No. DE 1751 of the AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY.

COPY

DEFENDANT'S EXHIBIT C.

AIR MAIL

8/13/64 Second Seamen insurance is carried by ABS Wilson for Lucas

8-11-64

T. L. Osborn, Jr., Fire Exec., KIB-9 Chgo.

J. N. Blackman, Ocean Marine, New York

Cancelled per review + return to JNB

EARL J. SMITH & CO. INC. ETAL
BUMBERSHOOT

The above policy expires on August 15. I have informed the broker that we will require a renewal application, but in view of the fact that the expiration is only a few days off, I will probably be asked to hold them covered pending the completed application.

There are 18 vessels involved with hull valuations ranging between $800,000 - $1,800,000. Primary Underlying P & I is carried on each vessel for $2,000,000. The on shore exposure is practically nil with the assured carrying a Comprehensive Automobile policy and a CGL contract.

Krueger made some notes on the Bumbershoot when he was reviewing our policies and recommended a $50,000 deductible for uninsured exposures which is not practical as almost all Bumbershoots are written with a $25,000 deductible.

He also recommended that the assured carry Products Liability and Completed Operations. Wendell Moore does not think that this is particularly important when an assured is an ordinary freight carrier.

DEFENDANT'S EXHIBIT C

Would you please give your approval for renewal subject to our ascertaining satisfactory information, particularly with respect to the Underlying General Liability exposure, and give this to me by TWX?

H/H MCC

There has been a claim reported under this policy which Bigham, Englar, Jones & Houston have investigated for us. The claim is rather involved and nebulous. The chances are we will pay nothing and probably under the worst conditions could get stuck for about $5000 after application of deductible.

281-13-103

Def 6
10/5/71

PLTF. 1
10/5/71

190a

KEMPER INSURANCE

DEFENDANT'S EXHIBIT D. Ocean Marine Department
110 William Street, New York 38, N. Y.
DI 9-1700
20 N. Wacker Drive, Chicago 6, Illinois
417 Montgomery Street, San Francisco 4, California

QUESTIONNAIRE FOR "BUMBERSHOOT" POLICY

(Excess Liability Insurance for Companies Primarily Engaged in Marine Operations)

1. Applicant (include all companies to be insured):

Earl J. Smith & Company, Inc., Owners and/or Managers and/or as Agents for account of Themselves and Bareboat Charterers and Vessel Owners.
(See separate list attached)

2. Address (headquarters and main locations):

17 Battery Place
New York, N.Y. 10004

On basis of this questionnaire offers for insurance as to "Bumbershoot" policy

3. Operations (describe as completely as possible):

Ownership - operation of steamships (Fleet presently composed of 17 U. S. Flag vessels.

4. Size of Operation (give estimates if exact figure unavailable):

(1) Payroll (annual) $ 7,000,000.- estimated

(2) Receipts (annual) 15,000,000.- estimated

(3) Annual Advertising Expenditures - None

(4) Number of employees (exclude shipboard personnel) 25

(5) Number shipboard personnel - Norman Crew complement 43 each of 17 vessels

5. Methods of advertising and Proportion of Expenditure:

None

6. Details of Onshore Operations:

(1) leased property for which applicant is responsible:
None, other than office space 17 Battery Place, New York,

(2) List docks, piers, and terminals etc. where applicant maintains cargo facilities: None

(3) other property in applicants' care, custody or control

None

191a

DEFENDANT'S EXHIBIT D

7. Details of any contractual liability agreements (except as described in para 6)

None other than Bareboat Charter agreements, Managing agreements, etc. and Charter Party agreements.

8. Number and Types of owned or leased:

(1) aircraft None

(2) watercraft (list "oceangoing" vessels separately by name if possible)

1) SMITH CAPER
2) SMITH DEFENDER
3) SMITH VICTORY
4) SMITH EXPLORER
5) SMITH ADVENTURER
6) SMITH VOYAGER
7) SMITH LEADER
8) SMITH BUILDER
9) SMITH TOURIST
10) SMITH PILOT
11) SMITH CONQUEROR
12) ISAAC MANN
13) ANNE QUINN
14) DOROTHY BOYLAN
15) JANET QUINN
16) RUSSELL L.
17) CAPE COD

9. Primary Insurance Coverages and Exposures (if no known exposure so indicate)

(1) Amount Protection & Indemnity (list any unusual exclusions and indicate type policy. Schedule vessels with separate amounts if applicable and show insurance carrier)

17 Vessels entered in The London Steamship Owners' Mutual Insurance Association, Limited for Protection & Indemnity risks on a Mutual Basis including 1/4th R.D.C. Liabilities.

Limit of Liability - $2,000,000.- each vessel - each accident or occurrence.

(2) Amount Excess Protection & Indemnity and Insurance Carrier

None

(3) Amount War Risks Protection & Indemnity and Insurance Carrier

Vessels 1 through 10 - $ 800,000.-)
" 11 " 16 - 500,000.-) London Market Underwriters
" 17 - 1,100,000.-)

DEFENDANT'S EXHIBIT D

(4) Amount "deviation liability" insurance and insurance carrier (advise if "ad valorem" or "on deck/under deck" bill of lading liability included):

None

primarily bulk carrier grain trade

(5) Amount "cargo bailee" or "dock liability" insurance or terminal operators and carrier:

None

own no docks or piers etc.

(6) Amount hull insurance and carrier (schedule separately and note any limitations on collision liability):

Vessels 1 through 10 - $ 800,000.)	American Hull Ins.Syn.	- 54%	Int.
" 11 " 16 - 500,000.)	Independent Amer.Cos.	- 19%	"
" 17 - 1,100,000.)	London	- 27%	"
		100%	"

Subject to A.I.T.H. form amended to 3/4ths R.D.C. Liabilities. ✓

(7) Amounts on excess collision and excess liabilities (GA, Salvage, etc.) and carrier:

None

(8) Amounts on charterers liability, stevedores legal liability, shiprepairers legal liability, or other marine legal or contractual liabilities (specify type, amount, and carrier):

None

(9) Amounts and insurance carrier on Auto BI and PD (give approximate number vehicles)

No owned vehicles
Non-ownership and hired cars insured with Employers Liability Assurance Corp. Ltd. - Limits: B.I. $250,000/500,000. - P.D. $100,000.

(10) Amounts and insurance carriers on Workmens Comp. (describe any Jones Act, or Federal Longshoreman's Act exposures and give applicable payrolls). If self-insured so indicate.

Employers Liability Assurance Corp. Ltd.
Employers Liability - Limit $500,000.

DEFENDANT'S EXHIBIT D

(11) Amount and carriers on advertisers liability, aircraft liability, malpractice, if applicable.

None

(12) General Liability (indicate limits and carrier):
Employees Liability Assurance Corp. Ltd.
Limits B.I. $250,000/500,000. - P/D. $100,000.

Does liability include occurrence basis BI and PD?
B.I.-Yes
P.D.-No Personal injury? Yes Blanket contractual liability? Yes Property in applicant's care custody or control? Only Premises

Describe in detail and give short description of "on shore" exposure.
Premises Exposure
Exposure of employees engaged in Steamship line operations

10. Details liability losses, insured or uninsured, settled or pending exceeding $25,000 in last 5 years:
(1) Refer SMITH PILOT matter - H.W. Bay of Bengal 5/29/63 -
(2) Crew Loss of Life, injury and illness claims under Jones Act frequently exceed $25,000.

11. Details of any specific limitations or exclusions in primary insurance (not otherwise noted):
P. & I. subject schedule of deductibles
C.G.L. - Subject Standard Exclusions

12. Describe any known deficiencies of insurance or any other relevant facts which might affect underwriters judgment when considering this application.

None to our knowledge

Signed John D Lucas
FRANK B. HALL & CO. INC.

Questionaire Form - DEFENDANT'S EXHIBIT D

Page 1 - Paragraph 1

a) Respect Vessels RUSSELL L., ANNE QUINN, ISAAC MANN and DOROTHY BOYLAN -
Earl J. Smith & Company, Inc. Owner.

b) S/S JANET QUINN
Janet Quinn Corporation, Owner

c) S/S CAPE COD
United Fruit Steamship Co. - Owner
Isbrandtsen Company, Inc. - Bareboat Charterer
Isaac Mann Corp. - Sub-Bareboat Charterer

d) S/S SMITH TOURIST
Tourist Shipping Corp. - Owner
Janet Quinn Corp. - Bareboat Charterer

e) S/S "SMITH PILOT
Pilot Steamship Co. Inc. - Owner
Anne Quinn Corp. - Bareboat Charterer

f) S/S SMITH DEFENDER
Defender Shipping Co. Inc. - Owner
Dorothy Boylan Corp. - Bareboat Charterer

g)S/S SMITH CAPER
Caper Trading Co. Inc. - Owner
Russell L. Steamship Corp. - Bareboat Charterer

h) S/S "SMITH VICTORY
Victory Shipping Enterprises, Inc. - Owner
Janet Quinn Corp. - Bareboat Charterer

i) S/S SMITH EXPLORER
Explorer Ships, Inc. - Owner
Russell L. Steamship Corp. - Bareboat Charterer

j) S/S SMITH CONQUEROR
Conqueror Freighters, Inc. - Owner
Anne Quinn Corp. - Bareboat Charterer

k) S/S SMITH ADVENTURER
S. A. Long - Owner
Janet Quinn Corp. - Bareboat Charterer

l) S/S SMITH VOYAGER
S. A. Long - Owner
Anne Quinn Gorp. - Bareboat Charterer

m) S/S SMITH LEADER
S. A. Long - Owner
Dorothy Boylan Corp. - Bareboat Charterer

n) S/S SMITH BUILDER
S. A. Long - Owner
Russell L. Steamship Corp. - Bareboat Charterer

DEFENDANT'S EXHIBIT F. D

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUN 27 1973

HD

F

December 31st, 1964

Guy Carpenter & Co., Inc.
110 William Street
New York, New York 10038

Att: Mr. John Nelson

Dear Sir:

Re: HULL COVER 780
EARL J. SMITH & CO., INC.
T/L - Sinking 12-20-64
Our File NE-17377

While we have not as yet received official notification of this casualty, we have established the above file for the total loss of this vessel, as a result of heavy weather hull damage, commencing on or about December 20th, and resulting in the final sinking on December 27th, 1964.

We are presently carrying a $24,000. reserve, representing our 3% interest on this hull. According to our records, this loss is reinsured with you under GC-780 to the extent of 33 1/3 %.

As soon as specific details and information are available, we will again communicate with you.

Sincerely,
AMERICAN MANUFACTURERS MUTUAL INS. CO.

C. G Alvey, Manager
Ocean Claims Department

98-89-407

DEFENDANT'S EXHIBIT J.

OVERLOADING STUDY

FOR

AMERICAN MANUFACTURERS MUTUAL

INSURANCE COMPANY

RE "SMITH VOYAGER" ET AL

Prepared By:

MARINE CONSULTANTS & DESIGNERS, INC.
601 Rockwell Avenue, Room 308
Cleveland, Ohio 44114

Job No. Y1200
December 20, 1972

DEFENDANT'S EXHIBIT J

OVERLOADING ANAYLSIS TECHNIQUE

Records from the files of Earl J. Smith & Co., Inc., obtained by the attorneys for American Manufacturers Mutual Insurance Company in discovery proceedings, were submitted to us pertaining to voyages performed during 1963, 1964 and 1965 by thirteen vessels named in Policy No. DE 3540. We were requested to determine from these records whether any of the vessels were operated in overloaded condition, i.e., loaded to drafts exceeding their legal limit, and, if so, to what extent.

We have determined overloading by reference to the deadweight capacity of the vessels concerned. Deadweight capacity is a vessel's lifting capacity or the number of tons of 2240 pounds that a vessel will lift when loaded in salt water to her summer freeboard marks. Deadweight capacity includes:

1. Crew and effects
2. Provisions and stores
3. Permanent stores and fittings
4. Fresh water
5. Cargo
6. Fuel

A vessel was determined to be overloaded when the weights of cargo, fresh water and fuel laden on the vessel as disclosed by her voyage records exceeded her deadweight capacity obtained from the American Bureau of Shipping.

The overloaded tonnage shown for any vessel in this report does not include the weight of crew and effects, provisions and stores and permanent stores and fittings because the records submitted to us did not provide information as to these items.

DEFENDANT'S EXHIBIT J

In the case of any vessel mentioned in this report carrying a cargo from a Gulf of Mexico port via Freeport and the Mediterranean Sea to points east, it would not be unreasonable to increase the overload tonnages shown in this report by 100 tons for crew's stores and by 135 tons for permanent stores and fittings or a total of 235 tons. These were the tonnages of those items carried by the "SMITH VOYAGER" on her last voyage as found by the court in Petition of Long, 439 F. 2d 109 (2 Cir. 1971). To this extent the figures shown in the "Overload" column are understated.

DEFENDANT'S EXHIBIT J

OVERLOADING TABULATION

UP TO AUG. 13, 1964

NO. OF VOYAGES ANALYZED	-	51	
NO. OF VOYAGES OVERLOADED	-	44	
NO. OF VOYAGES FOR WHICH DATA IS INSUFFICIENT TO DETERMINE OVER-LOADING	-	1	(S.S. SMITH ADVENTURER - VOYAGE NO. 10 - NO RECORD OF CARGO)
NO. OF VOYAGES NOT LOADED FOR ACCOUNT OF E.J. SMITH CO.	-	5	
NO. OF VOYAGES VIA FREEPORT	-	37	
NO. OF VOYAGES VIA FREEPORT THAT WERE OVERLOADED	-	36	
PROBABLY OVERLOADED	-	1	(SMITH TOURIST - A49)

AFTER AUG. 13, 1964

NO. OF VOYAGES ANALYZED	-	26	
NO. OF VOYAGES OVERLOADED	-	19	
NO. OF VOYAGES FOR WHICH DATA IS INSUFFICIENT TO DETERMINE OVER-LOADING	-	0	
NO. OF VOYAGES NOT LOADED FOR ACCOUNT OF E.J. SMITH CO.	-	1	
NO. OF VOYAGES VIA FREEPORT	-	19	
NO. OF VOYAGES VIA FREEPORT THAT WERE OVERLOADED	-	17	

DEFENDANT'S EXHIBIT J
DEFINITIONS

(A) DRAFTS - Drafts listed are from port logs, passage reports and abstract deck logs.

(B) VARIABLES - (1) Fuel is from fuel reports from suppliers and port logs. Where neither was available, passage reports, abstract deck logs or telegrams were used. When overloading was determined from telegrams, it was noted in "Remarks" column.

(2) Water is from reports from suppliers and port logs. Where neither was available, passage reports, abstract deck logs or telegrams were used. When overloading was determined from telegrams, it was noted in "Remarks" column.

(3) Miscellaneous is from stores information. When no records of stores were found, this column was left blank and when this could be the determining factor, it is noted in the "Remarks" column.

(4) Total column is the sum of the above three columns.

(C) CARGO WEIGHTS - Cargo weights are from bills of lading, National Cargo Bureau reports, manifests, freight bills, etc.

(D) OVERLOAD - The tonnages shown in the "Overload" column for any vessel are the amounts by which the weights of fuel, water and cargo loaded on board exceeded the vessel's deadweight capacity. As previously noted, the overload tonnages are understated by weights of crew's stores and permanent stores and fittings.

(E) VIOLATE - The "Violate" column was marked when a violation was determined. If the deadweight disclosed by the vessel's records indicated a violation and the drafts recorded in abstract deck logs did not indicate a violation, the violate column was marked.

(F) FRESH WATER ALLOWANCE - Except where this was specifically recorded in port logs, 7 inches was used.

(G) TROPICAL ALLOWANCE - 7 inches was used for tropical drafts. The "Long Tons Available for F.O., Water and Stores" in tropical zones was obtained by using 52 tons/inch multiplied by 7 inches which resulted in a tropical weight of 364 tons above the normal for salt water.

(H) TONS/INCH - Actual tons/inch for typical Victory ships is 51.5 L.T./inch. The few Liberty Class vessels investigated are 48.8 - 48.9 L.T./inch. Fifty-two (52) L.T./inch was used and gives a conservative answer which would maximize the vessel's legal carrying capacity.

DEFENDANT'S EXHIBIT J

DESCRIPTION OF MAP INCLUDED WITH TYPICAL CALCULATION SHOWING MAXIMUM LEGAL CARGO CAPABLE OF BEING CARRIED BY S.S. SMITH TOURIST (VICTORY SHIP) ON A TYPICAL VOYAGE FROM U. S. GULF PORT VIA FREEPORT AND CEUTA TO FAR EAST

A map of the areas involved, showing the various zones with the Tropical Zones involved colored in yellow and the seasonal Tropical Zones colored in red is included.

The maximum amount of cargo that a vessel can legally carry on the projected voyage is a function of the deadweight and the variables (fuel, fresh water, stores and grain fittings carried).

A typical example is included on map showing that the "SMITH TOURIST" on Voyage No. 7 (August 23, 1963) with a cargo of 10,196 Long Tons and a vessel deadweight of 10,650 Long Tons could not have made a passage from Freeport to Ceuta without being overloaded. From the Engineer's Passage Reports, a total of 520 L.T. of fuel and 143 L.T. of water are required for this passage, or a total of 663 L.T. With a safety factor of 25% added, (a figure actually used by vessel operator) a minimum of 832 L.T. are required (this figure does not include stores). Substracting this figure from the vessel's deadweight (10,650 L.T.), a total of 9,818 L.T. is available for cargo. The vessel carried 10,196 L.T. (378 L.T. over the legal limit).

The S.S. "Smith Tourist" example is for the smallest deadweight vessel studied and gives a cargo for a victory ship with a deadweight of 10,650 long tons. Of the other victory ships studied, the S.S."Smith Builder" has the largest deadweight capacity (10,753 L.T.), and with the same fuel and water trip requirements as above, a total of 9,921 L.T. is available for cargo. The other Victory Class vessels studied all fall within these two ranges of legal cargo.

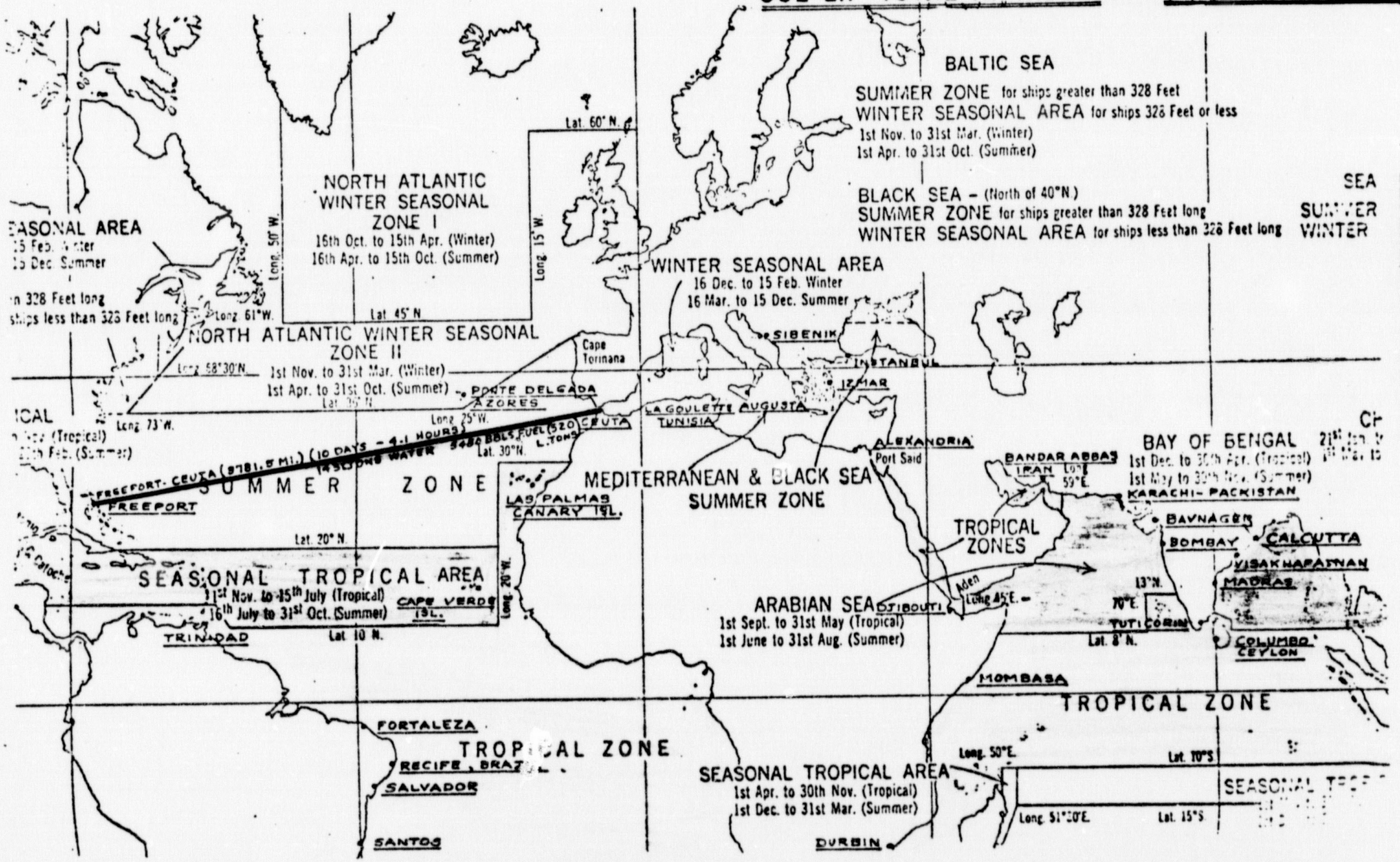
EXAMPLE OF OVERLOADING USING DEADWEIGHT FIGURES

SMITH TOURIST
VOYAGE NO. 7 (AUG. 27, 1963)
CARGO – 10,363 M.T. OR 10,196 L.T.

TRIP: FREEPORT TO CEUTA

143 L.T. WATER
520 L.T. FUEL
663 L.T. TOTAL (NOT INCL. STORES & GRAIN FITTINGS)
1.25 (SAFETY FACTOR) x 663 L.T. = 832 L.T TOTAL VARIABLES

10,650 L.T. VESSEL DWT
– 832 L.T. VARIABLES
9,818 L.T. AVAILABLE FOR CARGO
10,196 L.T CARGO CARR
– 9,818 L.T AVAILABLE
378 LT. OVERLOAD



DEFENDANT'S EXHIBIT J

DEFENDANT'S EXHIBIT J

TRIPS BEFORE AUGUST 13, 1964

DEFENDANT'S EXHIBIT J

INDEX

(TRIPS BEFORE AUGUST 13, 1964)

PAGE	DESCRIPTION
A-1 & A-2	OVERLOADING SUMMARY
A-3	S.S. "SMITH VOYAGER" - VOYAGE NO. 1
A-4	" " " - " " 2
A-5	" " " - " " 5
A-6	" " " - " " 6
A-7	" " " - " " 7
A-8	" " " - " " 8
A-9	" " " - " " 9
A-10	S.S. "SMITH VICTORY" - VOYAGE NO. 3
A-11	" " " - " " 3A
A-12	" " " - " " 4
A-13	" " " - " " 5
A-14	" " " - " " 7
A-15	S.S. "ISAAC MANN" - VOYAGE NO. 7/1
A-16	" " " - " " 8/2
A-17	" " " - " " 9/3
A-18	" " " - " " 12/6
A-19	S.S. "JANET QUINN" - VOYAGE NO. 9
A-20	" " " - " " 10
A-21	" " " - " " 11
A-22	" " " - " " 12/1
A-23	" " " - " " 14/3

DEFENDANT'S EXHIBIT J

INDEX

(TRIPS BEFORE AUGUST 13, 1964)

PAGE	DESCRIPTION
A-24	S.S. "RUSSELL L" - VOYAGE NO. 8/2
A-25	" " " - " " 14/8
A-26	S.S. "SMITH ADVENTURER" - VOYAGE NO. 7
A-27	" " " - " " 8
A-28	" " " - " " 9
A-29	" " " - " " 10 (SHEET 1)
A-30	" " " - " " 10 (SHEET 2)
A-31	S.S. "SMITH BUILDER" - VOYAGE NO. 7
A-32	" " " - " " 7A
A-33	" " " - " " 8
A-34	" " " - " " 9
A-35	" " " - " " 10
A-36	" " " - " " 10A
A-37	S.S. "SMITH CAPER" - VOYAGE NO. 9
A-38	" " " - " " 10
A-39	S.S. "SMITH CONQUEROR" - VOYAGE NO. 3
A-40	" " " - " " 8
A-41	S.S. "SMITH DEFENDER" - VOYAGE NO. 5
A-42	" " " - " " 7
A-43	" " " - " " 7A

DEFENDANT'S EXHIBIT J

INDEX

(TRIPS BEFORE AUGUST 13, 1964)

PAGE	DESCRIPTION
A-44	S.S. "SMITH EXPLORER" - VOYAGE NO. 9
A-45	" " " - " " 10
A-46	" " " - " " 11
A-47	S.S. "SMITH PILOT" - VOYAGE NO. 6
A-48	" " " - " " 7
A-49	S.S. "SMITH TOURIST" - VOYAGE NO. 5
A-50	" " " - " " 6
A-51	" " " - " " 7
A-52	" " " - " " 8
A-53	" " " - " " 9
A-54	" " " - " " 10

DEFENDANT'S EXHIBIT J

BY ..... DATE 12/20/72 SUBJECT ..... SHEET NO. 1 OF 2

CHKD. BY ..... DATE ..... JOB NO. .....

OVERLOADING SUMMARY

ITEM	VESSEL	TRIP	START'G DATE	TONS OVLD.			REMARKS INVESTIGATED	REMARKS OVERLOADED
1	SMITH VOYAGER	5	8/24/63	306			7	5
2	" "	6	11/20/63	300				
3	" "	7	3/3/64	60				
4	" "	8	4/20/64	383				
5	" "	9	9/1/64	555				
6	SMITH VICTORY	3	3/21/63	360				
7	" "	4	12/6/63	201				
8	" "	5	2/22/64	265			5	4
9	" "	7	7/11/64	590				
10	ISAAC MANN	8/2	5/7/63	174			4	3
11	" "	9/3	8/3/63	222				
12	" "	12/6	5/7/64	315				
13	JANET QUINN	9	2/22/63	47			5	5
14	" "	10	5/10/63	262				
15	" "	11	7/10/63	160				
16	" "	12/1	2/7/64	325				
17	" "	14/3	8/1/64	378				
18	RUSSEL "L"	8/2	3/8/63	71			2	2
19	" "	14/8	7/16/64	220				
20	SMITH ADVENTURER	7	11/16/63	538				
21	" "	8	2/8/64	487			4	3
22	" "	9	4/17/64	532				
23	SMITH BUILDER	7	7/18/63	234				
24	" "	7A	9/22/63	528			6	4
25	" "	9	3/6/64	109				
26	" "	10	4/20/64	338				
27	SMITH CAPER	9	1/14/64	327			2	2
28	" "	10	4/7/64	236				
29	SMITH CONQUERER	3	4/30/63	430			2	2
30	" "	8	7/8/64	500				
31	SMITH DEFENDER	5	11/5/63	147			3	3
32	" "	7	4/17/64	25				
33	" "	7A	7/21/64	138				
34	SMITH EXPLORER	9	1/20/64	209			3	3
35	" "	10	4/11/64	204				
36	" "	11	6/19/64	229				

DEFENDANT'S EXHIBIT J

BY ..... DATE 12/20/72 SUBJECT ..... SHEET NO. 2 OF 2

CHKD. BY ..... DATE ..... JOB NO. .....

OVERLOADING SUMMARY

ITEM	VESSEL	TRIP	START'G DATE	TONS OVLD.			REMARKS INVESTIGATED	REMARKS OVERLOADED
37	SMITH PILOT	6	3/6/64	203			2	2
38	" "	7	6/18/64	258				
39	SMITH TOURIST	5	4/10/63	121				
40	" "	6	6/18/63	285				
41	" "	7	8/27/63	369			6	6
42	" "	8	11/5/63	433				
43	" "	9	2/19/63	330				
44	" "	10	5/16/64	450				

TOTALS INVESTIGATED	TOTALS OVERLOADED
51	44

209a

DEFENDANT'S EXHIBIT J

BY _____ DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 1 OF 7

CHKD. BY _____ DATE _____ VOYAGE NO. 1 JOB NO. Y-12.00

S.S. "SMITH VOYAGER

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1						

- VOYAGE NO. 1 (VICTORY TYPE) APRIL 4, 1962

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			CARGO NOT LOADED FOR ACCOUNT OF E. J. SMITH CO.

DEADWEIGHT -
CARGO - _____
NG TONS AVAIL - FOR F.O., WATER, STORES

A-3

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

210a

DEFENDANT'S EXHIBIT J

BY _____ DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 2 OF 7

CHKD. BY _____ DATE _____ VOYAGE NO. 2 JOB NO. Y-1200

S.S. "SMITH VOYAGE

DATE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU

R" - VOYAGE NO. 2 (VICTORY TYPE) OCT. 27, 1962

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
FL	WTR	MISC	TOTL			
						CARGO NOT LOADED FOR ACCOUNT OF E. J. SMITH CO.

DEADWEIGHT -

CARGO - _____

LONG TONS AVAIL - FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

211a

DEFENDANT'S EXHIBIT J

DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 3 OF 7

BY _____ VOYAGE NO. 5 JOB NO. Y-1200

CHKD. BY _____ DATE _____ DESTREHAN/MADRAS

S.S. "SMITH VOYAGER"

PORT		VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	28'2"	30'6"	29'4"	185
	"	DEPART	NO DRAFTS			
2	FREEPORT	ARRIVE	"	"		70
	"	DEPART	"	"		790
3	CEUTA	ARRIVE	"	"		NO
	"	DEPART	"	"		480+
4	SUEZ	ARRIVE	26'1"	26'4"	26'2½"	
	"	DEPART	NO DRAFTS			NO
5	ADEN	ARRIVE	"	"		NO
	"	DEPART	"	"		435
6	COLUMBO	ARRIVE	"	"		249
	"	DEPART	"	"		367
	VIZAGNAPATNAM	ARRIVE				
	"	DEPART				

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

FRBD - 9'-7"

TONNAGE - 7606

DEADWEIGHT - 10,720

L

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

' - VOYAGE NO. 5 (VICTORY TYPE) AUG. 24, 1963

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
320		505			DRAFTS FROM N.C.B.
NO INFO.					
NO INFO.		70			FUEL FROM RADIOGRAM WATER EST.
280	"	1070+	306+	*	
INFO.					FUEL BUNKERED FROM ENGR'S RECEIPT
NO INFO.		480+			
230+		230+			DEPART TROPICAL ZONE
INFO.					
INFO.					FUEL FROM BUNKER RECEIPT WATER FROM AGENT'S RECEIPT (TROPICAL ZONE)
265+		700+			
NO INFO.		249+			FUEL FROM BUNKER RECEIPT
"	"	367+			TROPICAL ZONE
					TROPICAL ZONE

DEADWEIGHT - 10,720
CARGO - 9,956

ONG TONS AVAIL - 764 L.T. FOR F.O., WATER, STORES
1128 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-5

212a

DEFENDANT'S EXHIBIT J

DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 4 OF 7

BY VOYAGE NO. 6 JOB NO. Y-1200

CHKD. BY DATE U.S.A./INDIA

S.S. "SMITH VOYAGER" - V

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORT ARTHUR	LOAD				
	"	DEPART	26'10"	30'11"	28'10½"	1
2	FREEPORT	ARRIVE	NO	DRAFTS		
	"	DEPART	"	"		7
3	CEUTA	ARRIVE	"	"		1
	"	DEPART	"	"		6
4	SUEZ	ARRIVE	"	"		NO
	"	DEPART	"	"		
5	DJIBOUTI	ARRIVE	"	"		NO
	"	DEPART	"	"		
6	VIZAGHNAPTNAM	ARRIVE	19'4"	20'1"	19'8½"	
	"	DEPART				

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

FEMD - 9'-7"

TONNAGE - 7606

DEADWEIGHT - 10,720

L

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

VOYAGE NO. 6 (VICTORY TYPE) NOV. 20, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						DIVERTED TO TAMPA FOR REPAIRS
88	101		289			
NO	INFO.					BUNKER RECEIPT - FUEL RADIOGRAM - WATER
50+	50+		800+	300+	*	
65	94		259			ENGR'S BUNKER REPORT & ENGR'S NOTES
75	90		765	265+	*	
0	INFO					FROM AGENT'S REPORT
-	276+					DEPART TROPICAL ZONE
0	INFO					ENGR'S BUNKER REPORT, TELEX, AND DELIVERY RECEIPT TROPICAL ZONE
895	99+		994+	130+	*	
						RADIOGRAM

DEADWEIGHT - 10,720 L.T.
CARGO - 10,250 L.T.

LONG TONS AVAIL - 500 L.T. FOR F.O., WATER, STORES
864 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

213a

DEFENDANT'S EXHIBIT J

BY _____ DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 5 OF 7

CHKD. BY _____ DATE _____ VOYAGE NO. 7 JOB NO. Y-12 [illegible]

NORFOLK / ODESSA

S.S. "SMITH VOYAGER"

SET NO.	PORT	VESSEL CONDITION	DRAFTS FWD.	AFT.	MEAN	FUE
1	NORFOLK	LOAD	NO DRAFTS			
	"	DEPART	"	"		
2	CHARLESTON	ARRIVE	"	"		N
	"	DEPART	"	"		78
3	AUGUSTA	ARRIVE	"	"		N
	"	DEPART	"	"		48
4	ISTANBUL	ARRIVE	"	"		N
	"	DEPART	"	"		"
5	ODESSA	ARRIVE	"	"		"
	"	DEPART	"	"		37
6	ISTANBUL	ARRIVE	"	"		N
	"	DEPART	"	"		"
7	AUGUSTA	ARRIVE	"	"		"
	"	DEPART	"	"		71

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

[illegible] - 9'-7"

[illegible] - 7606

[illegible]WEIGHT - 10,720

L

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

- VOYAGE NO. 7 (VICTORY TYPE) MARCH 3, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
	275					
O INFO						FROM ENGR'S BUNKER REPORT
0	NO INFO		780+	60+	*	
O INFO						FROM ENGR'S BUNKER REPORT & RADIOGRAM
0+	300		780+	60+	*	
O INFO.						
	"					
	"					FROM RADIOGRAM
8	NO INFO.		378+			
O INFO.						
	"					
	"					FUEL RECEIPTS RETURN TRIP
1	200		911			

DEADWEIGHT - 10,720 L.T.
CARGO - 10,000 L.T.
DISC. TONS AVAIL - 720 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 6 OF 7

CHKD. BY ____ DATE ____ VOYAGE NO. 8 JOB NO. Y-12.00

U.S.A./INDIA

S.S. "SMITH VOYAGER"

PORT ID	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	32'0"	28'11"	30'5½"	22
	"	DEPART	32'0"	28'11"	30'5½"	22
2	FREEPORT	ARRIVE	NO DRAFTS			10
	"	DEPART	"	"		77
3	CEUTA	ARRIVE	"	"		NO
	"	DEPART	"	"		63
4	SUEZ	ARRIVE	"	"		NO
	"	DEPART	"	"		47
5	ADEN	ARRIVE	"	"		28
	"	DEPART	"	"		64
6	VIZAKHAPATNAM	ARRIVE	28'0"	29'0"	28'6"	
	"	DEPART				

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

TPC - 9"-7"

TONNAGE - 7606

DEADWEIGHT - 10,720

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

' - VOYAGE NO. 8 (VICTORY TYPE) APRIL 20, 1964

VARIABLES (TONS)				OVLD' (TONS)	VIOLATE	REMARKS
L	WTR'	MISC'	TOTL'			
0	50		270		*	OVERLOAD BY DRAFTS CERT. OF LOADING & STOW PLAN FUEL & WATER FROM TIME SHEET
0	50		270		*	
0	85		185			FROM FUEL RECEIPTS & RADIOGRAM
0	195		965	383+	*	
INFO.						FROM ENGR'S BUNKER REPORT & RADIOGRAM
0	NO INFO.		630+	48+	*	
INFO.						
5	NO INFO.					DEPART TROPICAL ZONE
30	"	"				FUEL FROM RADIOGRAM & FUEL RECEIPTS TROPICAL ZONE
40	"	"	640+			
	NO INFO.					SUMMER ZONE DRAFTS FROM RADIOGRAM
	" "					

DEADWEIGHT - 10,720 L.T.
CARGO - 10,138 L.T.

ONS. TONS AVAIL - 582 L.T. FOR F.O., WATER, STORES
946 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

215a

DEFENDANT'S EXHIBIT J

DATE 12/15/72 SUBJECT S.S. SMITH VOYAGER SHEET NO. 7 OF 7
VOYAGE NO. 9 JOB NO. Y-12.00
CHKD. BY DATE BATON ROUGE/CALCUTTA

S.S. "SMITH VOYAGER"

SET NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	BATON ROUGE	LOAD	26'6"	32'4"	29'5"	
	"	DEPART	26'6"	32'4"	29'5"	195
2	FREEPORT	ARRIVE	NO DRAFTS			154
	"	DEPART		"		825
3	CEUTA	ARRIVE		"		221
	"	DEPART		"		825
4	SUEZ	ARRIVE		"		
	"	DEPART	29'0"	30'0"	29'6"	500
5	DJIBOUTI	ARRIVE	NO DRAFTS			NO
	"	DEPART		"		640
6	VIZAKHAPATNAM	ARRIVE	28'0"	30'0"	29'0"	NO
	"	DEPART				
7						
8						

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"
DEPTH - 9'-7"
TONNAGE - 7606
DEADWEIGHT - 10,720

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

- VOYAGE NO. 9 (VICTORY TYPE) SEPT. 1, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
					*	OVERLOADED BY DRAFT FROM CERT. OF LOADING & STOWAGE PLAN FUEL & WATER FROM TELEX
	50		245		*	
	NO INFO.					FUEL FROM CABLEGRAM & AGENTS REPORT WATER FROM AGENT'S REPORT
	250+		1075+	555+	*	
	NO INFO.		221+			WATER FROM AGENT'S REPORT FUEL FROM RADIOGRAM & AGENTS REPORT
	156+		981+	461+	*	
						DRAFTS FROM TELEX FUEL FROM TELEX DEPART TROPICAL ZONE
)	NO INFO.		500+			
) INFO.						FUEL FROM TELEX TROPICAL ZONE
)	NO INFO.					
) INFO.						DRAFTS FROM TELEX SUMMER ZONE
'	"					

DEADWEIGHT - 10,720 L.T.
CARGO - 10,200 L.T.

ONS. TONS AVAIL - 520 L.T. FOR F.O., WATER, STORES
884 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

216a

DEFENDANT'S EXHIBIT J

SUBJECT S.S. "SMITH VICTORY" SHEET NO. 1 OF 5

VOYAGE NO. 3 JOB NO. Y-1200

DATE 11/20/72

VOYAGE NO. 3A (NO OVLD.)

BY _____ DATE _____

CHKD. BY _____ DATE _____

S.S. SMITH

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	HOUSTON	LIGHT	7'10"	14'2"	11'0"	16
	"	LOADED DEPART.	27'4½"	30'9"	29'3/4"	15
2	TAMPA	ARRIVE	26'11"	30'5"	28'8"	3
	"	DEPART	27'6"	30'4"	28'11"	13
3	FREEPORT	ARRIVE	(NO DRAFTS)			
	"	DEPART	(NO DRAFTS)			72
4	CEUTA	ARRIVE	(NO DRAFTS)			10
	"	DEPART	(NO DRAFTS)			50
5	PORT SAID	ARRIVE	(NO DRAFTS)			2
	" "	DEPART	(NO DRAFTS)			
6	ADEN	ARRIVE	(NO DRAFTS)			
	"	DEPART	(NO DRAFTS)			5

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FEED - 9' 7"
TONNAGE - 7,646
DEADWEIGHT - 10,669

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

VICTORY - VOYAGE NO. 3 (VICTORY TYPE) MARCH 21, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
9	247	-	416			F.W. DRAFTS SHOWN. N.C.B. USED 6" F.W. ALLOWANCE. S.W. DRAFT MEAN: 28'-6 3/4"
4	100		254			
6	77		113			INFO FROM P.L. OVERLOAD BY DRAFT BUT NOT BY AVAILABLE WEIGHT INFO
3	122		255		*	
(NO	INFO)					FUEL & WATER INFO FROM TELEX
24	100		824	360+	*	
62	(NO	INFO)	-			FUEL & WATER INFO FROM AGENT'S REPORT
60	283		743	279+	*	
89	229		518	54+	*	FUEL & WATER FROM P.L DEPART TROPICAL ZONE
(NO	INFO)		-			
(NO	INFO)					TROPICAL ZONE DRAFTS.
55	-		-			

DEADWEIGHT - 10,669 L.T.

CARGO - 10 205 L.T.

LONG TONS AVAIL -- 464 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

217a

DEFENDANT'S EXHIBIT J

BY ..... DATE 11/20/72 SUBJECT S.S. "SMITH VICTORY" SHEET NO. 2 OF 5

CHKD. BY ..... DATE ..... VOYAGE NO. 3A JOB NO. Y-1200

BORDEAUX - HAMBURG/U.S.

S.S. "SMITH V

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1						

VESSEL PARTICULARS

DRAFT - 28' - 6 3/4"

DEPTH - 9' - 7"

TONNAGE - 7,646

DEADWEIGHT - 10,669

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ICTORY" - VOYAGE NO. 3A (VICTORY TYPE) MAY 15, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
UEL	WTR	MISC	TOTL			
						CARGO NOT LOADED FOR ACCOUNT OF E. J. SMITH CO.

DEADWEIGHT - 10,669 L.T.

CARGO - 1,067 L.T.

LONG TONS AVAIL - 9,602 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

218a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH VICTORY" SHEET NO. 3 OF 5

BY _____ VOYAGE NO. 4 JOB NO. Y-1200

CHKD. BY _____ DATE _____

S.S. "SMITH VIC

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1						
	NEW ORLEANS	LOADED DEPART	27'5"	31'0"	29'2½"	
2	FREEPORT	ARRIVAL	26'9"	29'4"	28' ½"	
	"	DEPART	27'8"	29'5"	28'7"	
3	PORT DELGADA	ARRIVE	26'4"	28'9"	27'6½"	
	" "	DEPART	26'11"	29'0"	27'11½"	
4	CEUTA	ARRIVE	26'0"	28'6"	27'3"	
	"	DEPART	26'0"	29'0"	27'11½"	
5	PORT SAID	ARRIVE	28'0"	29'10"	28'11"	
	" "	DEPART	28'2"	30'0"	29'1"	
6	DJIBOUTI	ARRIVE	(NO DRAFTS)			
	"	DEPART	29'6"	29'1"	29'3½"	
7	KARACHI	ARRIVE	(NO DRAFTS)			

VESSEL PARTICULARS
DRAFT - 28'-6 3/4"
FRMD - 9'-7"
TONNAGE - 7,646
DEADWEIGHT - 10,'39

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

"CTORY" - VOYAGE NO. 4 (VICTORY TYPE) DECEMBER 6, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
UEL	WTR	MISC	TOTL			
						FROM A.D.L. F.W. DRAFTS SHOWN 7" ALLOWANCE. S.W. MEAN: 28'-7½"
170	145		315			
75	-	-	-			BY DRAFT INDICATION AND FUEL W/O INCL. UNKNOWN WATER QUANTITY
550	(NO	INFO)	-	181+	*	
-	(NO	INFO)	-			FROM A.D.L.
(NO	INFO)					
208	(NO	INFO)				FUEL & WATER FROM P.R.
620	50+		670	201+	*	
321	30		351+			INFO FROM A.D.L. DRAFTS GREATER THAN ITEM (4) DEPARTURE. TROPICAL ZONE.
321	230+		551+			
173	(NO	INFO)				TROPICAL ZONE MEAN 29'-1 3/4"
990+	(NO	INFO)				

DEADWEIGHT - 10,669 L.T.

CARGO - 10,200 L.T.

LONG TONS AVAIL - 469 L.T. FOR F.O., WATER, STORES
833 L.T. TROPICAL

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

219a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. "SMITH VICTORY" SHEET NO. 4 OF 5

CHKD. BY _____ DATE _____ VOYAGE NO. 5 JOB NO. Y-1200

HOUSTON - KARACHI

S.S. "SM

PORT		VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	F
1	HOUSTON	ARRIVE	9'0"	12'6"	10'9"	
	"	LOADED DEPART	28'3"	30'2"	29'2½"	
2	FREEPORT	ARRIVE	28'4"	27'1"	27'8½"	
	"	DEPART	28'8"	28'5"	28'6½"	
3	CEUTA	ARRIVE	27'0"	27'2"	27'1"	
	"	DEPART	27'4"	28'3"	28'0"	
4	PORT SAID	ARRIVE	(NO	DRAFT)		
	"	DEPART	(NO	DRAFT)		
5	ADEN	ARRIVE	28'4½"	28'5½"	28'5"	
	"	DEPART	28'9"	29'6"	29'1½"	
6	KARACHI	ARRIVE	28'6"	29'4"	28'11"	

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

FEED - 9'-7"

TONNAGE - 7646

DEADWEIGHT - 10,669

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ITH VICTORY" - VOYAGE NO. 5 (VICTORY TYPE) FEB. 22, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
UEL	WTR	MISC	TOTL			
210	(NO	INFO)				A.D.L. & P.L. F.W. ALLOWANCE 6½" S.W. MEAN: 28'-8"
218	246		464			
70	(NO	INFO)	-			FUEL FROM A.D.L. - OVERLAOD W/O INCL UNKNOWN WATER QTY.
734	(NO	INFO)	734+	265+	*	
178	35+		213+			FUEL AND WATER FROM AGENTS REPORT
656	65		721	252+	*	
375	150		525	56+	*	FUEL AND WATER FROM P.L. DEPART TROPICAL ZONE
356	148		504			
200	(NO	INFO)	-			TROPICAL ZONE QUESTION BIG DIFF. IN DRAFTS
605	225		830			
348	165+		413+			

DEADWEIGHT - 10,669
CARGO - 10,200

LONG TONS AVAIL - 469 FOR F.O., WATER, STORES
833 L/T (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

220a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH VICTORY" SHEET NO. 5 OF 5

BY VOYAGE NO. 7 JOB NO. Y-1200

CHKD. BY DATE HOUSTON - CALCUTTA

S.S. "SMITH

ITEM NO.	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUEL
1	HOUSTON	LIGHT	8'3"	14'1"	11'2"	18
	"	LOADED DEPART	26'6"	32'0"	29'3"	20
2	FREEPORT	ARRIVE	26'0"	30'6"	28'3"	
	"	DEPART	27'6"	29'7"	28'6½"	68
3	CEUTA	ARRIVE	25'10"	30'6"	28'2"	13
	"	DEPART	26'4"	30'9"	28'6½"	60
4	PORT SAID	ARRIVE	27'6"	29'7"	28'6½"	32
	"	DEPART	27'6"	29'7"	28'6½"	31
5	DJIBOUTI	ARRIVE	26'2"	30'6"	28'4"	12
	"	DEPART	27'6"	29'7"	28'6½"	50
6	VISAGAPATAN	ARRIVE	26'3"	28'6"	27'7"	

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

FEED - 9'-7"

TONNAGE - 7646

DEADWEIGHT - 10,669

L

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

H VICTORY" - VOYAGE NO. 7 (VICTORY TYPE) JULY 11, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
2	171		353			P.L. & A.D.L. S.W. MEAN: 28'-8"
4	100		304			
	(NO INFO)					FUEL FROM A.D.L. OVERLOAD W/O INCL. UNKNOWN WATER QTY.
5	(NO INFO)		685+	275+	*	
7	(NO INFO)		137+			FUEL AND WATER FROM AGENTS REPORT
0	138+	-	738+	328+	*	
4	261	-	585	175+	*	FROM P.L. NOTE: IDENT. DRAFTS WITH LOSS IN TOTAL VARIABLES
2	240	-	552			DEPART TROPICAL ZONE
9	195		324			FUEL & WATER FROM AGENT'S REPORT.
5	495		1000	590+	*	DEPART SUMMER ZONE
						PARTIAL DISCHARGE OF CARGO

DEADWEIGHT - 10,669 L.T.
CARGO - 10,259 L.T.

ONG TONS AVAIL - 410 L.T. FOR F.O., WATER, STORES
774 L.T. TROPICAL

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

221a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. ISAAC MANN (VOYAGE NO. 7/1) SHEET NO. 1 OF 4

BY _____ DATE _____ CHKD. BY _____ DATE _____ JOB NO. Y-1200

S.S. ISAAC MAN

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	CORPUS CHRISTI	LOAD	27'0"	28'0"	27'6"	(
	" "	DEPART	27'0"	28'0"	27'6"	(
2	TRINIDAD	ARRIVE	26'3"	27'9"	27'0"	(
	"	DEPART	28'0"	28'6"	28'3"	8
3	RECIFE	ARRIVE	27'4"	28'0"	27'8"	(
	"	DEPART	22'7"	22'2"	22'4½"	

VESSEL PARTICULARS

DRAFT - 27'-8-7/8"
BEAM - 9'-8-3/4"
TONNAGE - 7240
DEADWEIGHT - 11,000

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

N - VOYAGE NO. 7/1 (LIBERTY SHIP) FEB. 12, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
(NO INFO)						F.W. PORT
(NO INFO)						
(NO INFO)						TROPICAL ZONE
310	160+		970+			
(NO INFO)						TROPICAL ZONE

DEADWEIGHT - 11,000 L.T.

CARGO - 10,200 L.T.

LONG TONS AVAIL - 800 L/T FOR F.O., WATER, STORES

1,164 L/T (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

222a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "ISAAC MANN" SHEET NO. 2 OF 4

BY VOYAGE NO. 8/2 JOB NO. Y-1200

CHKD. BY DATE

S.S. "ISAAC MA

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	HOUSTON	LOAD	28'1"	28'3"	28'2"	27
	"	DEPART	28'1"	28'3"	28'2"	27
2	FREEPORT	ARRIVE	27'3"	27'3"	27'3"	12
	"	DEPART	27'9"	27'9"	27'9"	75
3	CEUTA	ARRIVE	27'4"	27'5"	27'-4 1/2"	25
	"	DEPART	NO	DRA	FTS	82
4	CASABLANCA	ARRIVE	28'0"	28'3"	28'-1 1/2"	80
	"	DEPART	5'3"	15'10"	10'-6 1/2"	

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

DEPTH - 9' 8 3/4"

TONNAGE - 7,240

DEADWEIGHT - 11,000

B.O.L. - BILL OF LADING

.P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

NN" - VOYAGE NO. 8/2 (LIBERTY SHIP) MAY 7, 1963

VARIABLES (TONS)						
EL	WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
5	98		373			F.W. PORT"
5	98		373			
5	62		187			FUEL & WATER FROM A.D.L.
0	180		930	174+	*	
0	7		257			FUEL & WATER FROM AGENT'S REPORT
5	105		930	174+	*	
0	100		900	144+	*	FUEL & WATER FROM A.D.L.
	460					

DEADWEIGHT - 11,000 L.T.
CARGO - 10,244 L.T.

LONG TONS AVAIL - 756 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

223a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "ISAAC MANN" SHEET NO. 3 OF 4

BY VOYAGE NO. 9/3 JOB NO. Y-1200

CHKD. BY DATE

S.S. "ISAAC MAN

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	NEW ORLEANS	LOAD	23'1"	28'2"	28'-1 1/2"	14
	" "	DEPART	23'1"	28'2"	28'-1 1/2"	14
2	KEY WEST	ARRIVE	NO	DRAFTS		
	" "	DEPART	27'-8 5/8"	27'-8 5/8"	27'-8 5/8"	6
3	CEUTA	ARRIVE	27'0"	28'3"	27'1/2"	
	"	DEPART	NO	DRAFTS		8
4	SUEZ	ARRIVE	26'10"	28'1"	27'8"	5
	"	DEPART	5'2"	14'6"	9'10"	

VESSEL PARTICULARS

DRAFT - 27'8 7/8"

FEED - 9'8 3/4"

TONNAGE - 7,240

DEADWEIGHT - 11,000

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

N" - VOYAGE NO. 9/3 (LIBERTY SHIP) AUGUST 3, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
FL	WTR	MISC	TOTL			
45	185		330			
45	185		330			
40	NO	INFO				EMERGENCY FUELING
30	100		730			
60	NO	INFO				FROM VESSEL VOYAGE ABSTRACT AND AGENT'S REPORT
00	180		980	222+	*	
70	100		670			DISCH. CARGO BOILER REPAIR

DEADWEIGHT - 11,000 L.T.

CARGO - 10,242 L.T.

LONG TONS AVAIL - 758 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-17

224a

DEFENDANT'S EXHIBIT J

DATE 11/26/72 SUBJECT S.S. "ISAAC MANN" SHEET NO. 4 OF 4

BY ..... DATE ..... VOYAGE NO. 12/6 JOB NO. Y-1200

CHKD. BY ..... DATE .....

S.S. "ISAAC M

ITEM	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FU
1	HOUSTON	LOAD	27'6"	29'2"	28'4"	
	"	DEPART	27'5"	29'2"	28'-3 1/2"	26
2	FREEPORT	ARRIVE	NO	DRA	FTS	
	"	DEPART	NO	DRA	FTS	88
3	AUGUSTA	ARRIVE	NO	DRA	FTS	25
	"	DEPART	NO	DRA	FTS	44
4	SUEZ	ARRIVE	NO	DRA	FTS	32
	"	DEPART	NO	DRA	FTS	32
5	DJIBOUTI	ARRIVE		"		
	"	DEPART		"		

VESSEL PARTICULARS

DRAFT - 27'8 7/8"

FBBD - 9' 8 3/4"

TONNAGE - 7,240

DEADWEIGHT - 11,000

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

ANN" - VOYAGE NO. 12/6 (LIBERTY SHIP) MAY 7, 1964

VARIABLES (TONS)				OVLD (TONS)		REMARKS
EL	MTR	MISC	TOTL			
						F.W.A. - 7 1/4"
0	200		460			
						FUEL FROM TELEX WATER ESTIMATED
0	150		1030	315+	*	
0	NO	INFO				
0	200+		640+			
20	215		535			
20	415		735			TROPICAL ZONE
						ARRIVE TROPICAL ZONE DEPART SUMMER ZONE

DEADWEIGHT - 11,000 L.T.

CARGO - 10,285 L.T.

LONG TONS AVAIL - 715 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: 'OVLD' OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-18

225a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "JANET QUINN" VOYAGE NO. 9

BY ..... DATE .....

CHKD. BY ..... DATE .....

SHEET NO. 1 OF 5

JOB NO. Y-1200

S. S. "JANET QU

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	GALVESTON	LOAD	27'1"	28'3"	27'8"	
	"	DEPART	27'1"	28'3"	27'8"	5
2	TRINIDAD	ARRIVE	27'0"	27'0"	27'0"	5
	"	DEPART	27'9"	28'9"	28'3"	80
3	SAN SALVADOR	ARRIVE	27'9"	27'10"	27'7"	
	" "	DEPART	21'8"	22'10"	22'3"	
	FORTALEZA	ARRIVE	21'6"	22'8"	22'1"	

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FEMD - 9' 8 3/4"

TONNAGE - 7,233

DEADWEIGHT - 10,844 (IN T 5

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

INN" - VOYAGE NO. 9 (LIBERTY SHIP) FEBRUARY 26, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						F.W. PORT
7	330	--	387			
4	230	--	384			(TROPICAL ZONE) 28'3" – 27'8 7/8" = 7' 1/8"
5	225	--	1030	47+	*	$\frac{1030 - 619}{52} = 7.9"$
NO	INFO					TROPICAL ZONE
NO	INFO					
NO	INFO					TROPICAL ZONE

DEADWEIGHT - 10,844 L.T.
CARGO - 10,225 L.T.

ONG TONS AVAIL - 619 L.T. FOR F.O., WATER, STORES
ROPICAL ZONE, 7"ALLOWANCE - 983 L.T.
2 T/INCH)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

226a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "JANET QUINN" VOYAGE NO. 10

BY _____ DATE _____

CHKD. BY _____ DATE _____

SHEET NO. 2 OF 5

JOB NO. Y-1200

S. S. "JANET QUI

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	GALVESTON	LOAD	26'6"	28'6"	27'6"	
	"	DEPART	26'8"	28'8"	27'8"	26(
	FREEPORT	ARRIVE	25'8"	27'8"	26'8"	
	"	DEPART	26'8"	28'8"	27'8"	62
3	CEUTA	ARRIVE	27'6"	27'6"	27'0"	
	"	DEPART	27'7"	27'11"	27'9"	46
4	LAGOULETTE	ARRIVE	27'6"	27'6"	27'6"	NO

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FSHD - 9' 8 3/4"

TONNAGE - 7,233

DEADWEIGHT - 10,844

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

KNN" - VOYAGE NO. 10 (LIBERTY SHIP) MAY 10, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						F. W. PORT
6	177	--	443			
NO	INFO					P.R. & A.D.L.
3	224		847	262+	*	
NO	INFO					
0	50	--	510			
INFO	460					

DEADWEIGHT - 10,844 L.T.
CARGO - 10,259 L.T.
LONG TONS AVAIL - 585 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

227a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "JANET QUINN" SHEET NO. 3 OF 5

BY VOYAGE NO. 11 JOB NO. Y-1200

CHKD. BY DATE

S. S. "JANET QU

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PASCAGOULA	LOAD	26'8"	28'4"	27'6"	
	"	DEPART	27'6"	28'0"	27'9"	
2	FREEPORT	ARRIVE	26'8"	28'4"	27'3"	
	"	DEPART	NO	DRA	FTS	6
3	CEUTA	ARRIVE	NO	DRA	FTS	1
	"	DEPART	NO	DRA	FTS	5
4	SUEZ	ARRIVE	NO	DRA	FTS	2
	"	DEPART	24'9"	26'9"	25'9"	
5	ADEN	ARRIVE	24'10"	25'6"	25'2"	
	"	DEPART	25'0"	27'5"	26'7"	5
6	BOMBAY	ARRIVE	25'11"	27'3"	26'7"	

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

BEAM - 9' 8 3/4"

TONNAGE - 7,233

DEADWEIGHT - 10,844

L

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

JINN" -VOYAGE NO. 11 (LIBERTY SHIP) JULY 10, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						F.W. PORT
NO	INFO					
NO	INFO					FUEL EST. FROM CONSUMPTION FIGURES IN PASSAGE SUMMARY
10	219		829	160+	*	
56	NO	INFO				
25	50+		575+			
65	100		365			REPAIRS FOR COLLISION
NO	INFO					DEPART TROPICAL ZONE
NO	INFO					TROPICAL ZONE
92	NO	INFO				
NO	INFO					TROPICAL ZONE

DEADWEIGHT - 10,844 L.T.
CARGO - 10,175 L.T.
ONG TONS AVAIL - 669 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

228a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "JANET QUINN" VOYAGE 12/1 SHEET NO. 4 OF 5

BY ..... DATE ..... CHKD. BY ..... DATE ..... JOB NO. Y-1200

S. S. "JANET QUI

ITEM [.]	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORT ARTHUR	LOAD	27'0"	28'8"	27'10"	22
	" "	DEPART	NO	DRA	FTS	N
2	FREEPORT	--	NO	DRA	FTS	N
	"	--	NO	DRA	FTS	7
3	AUGUSTA	ARRIVE	NO	DRA	FTS	3
	"	DEPART	NO	DRA	FTS	26
4	SUEZ	ARRIVE	NO	DRA	FTS	30
	"	DEPART	NO	DRA	FTS	28
5	KARACHI	ARRIVE	NO	DRA	FTS	N

VESSEL PARTICULARS

DRAFT - 27'-8 7/8"
FEMD - 9'-8 3/4"
TONNAGE - 7,233
DEADWEIGHT - 10,844

LO

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

"INN" - VOYAGE NO. 12/1 (LIBERTY SHIP) FEBRUARY 7, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
20	300					F.W.A. - 6"
10	INFO					
10	INFO					FUEL & WATER
19	250		969	325+	*	JR TELEX
34	NO	INFO				
53	NO	INFO				
00	170		470			
35	300		585			DEPART TROPICAL ZONE
NO	INFO					TROPICAL ZONE

DEADWEIGHT - 10,844 L.T.
CARGO - 10,200 L.T.
ONG TONS AVAIL - 644 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-22

229a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "JANET QUINN" SHEET NO. 5 OF 5

BY ____ VOYAGE NO. 14/3 JOB NO. Y-1200

CHKD. BY ____ DATE ____

S.S. "JANET QUIN

ART. NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PASCAGOULA	LOAD	27'4"	29'3"	28' 3 1/4'	
	"	DEPART	27'2"	30'5"	28'8½"	300
2	FREEPORT	ARRIVE	NO	DRA	FTS	222
	"	DEPART	NO	DRA	FTS	722
3	AUGUSTA	ARRIVE	NO	DRA	FTS	140
	"	DEPART	NO	DRA	FTS	373
4	SUEZ	ARRIVE	"	"	"	250
	"	DEPART	"	"	"	230
5	DJIBOUTI	ARRIVE	"	"	"	88
	"	DEPART	"	"	"	455
6	VIZAGAPATNAM	ARRIVE	"	"	"	80
	"	DEPART	"	"	"	466

VESSEL PARTICULARS

DRAFT - 27'-8 7/8"

FEET - 9'-8 3/4"

TONNAGE - 7,233

DEADWEIGHT - 10,844

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

N" - VOYAGE NO. 14/3 (LIBERTY SHIP) AUGUST 1, 1964

	VARIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
						F.W. PORT
0	307		607	13+	*	WATER FROM TELEX
2	NO	INFO				FUEL FROM P.R.
2	250		972	378+	*	WATER PER ESTIMATE
6	NO	INFO				
8	NO	INFO				
0	60		310			
0	194		424			DEPART TROPICAL ZONE
8	NO	INFO				
6	"	"				TROPICAL ZONE
0	"	"				
6	"	"				" "

DEADWEIGHT - 10,844 L.T.

CARGO - 10,250 L.T.

NG TONS AVAIL - 594 L.T. FOR F.O., WATER, STORES
958 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

230a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. "RUSSELL L" SHEET NO. 1 OF 2

CHKD. BY _____ DATE _____ VOYAGE NO. 8/2 JOB NO. Y-1206

S. S. "RUSSEL L"

PORT NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORT ARTHUR	LOAD				
	" "	DEPART	29'1"	27'1"	28'1"	400
2	TRINIDAD	ARRIVE	27'6"	26'4"	26'11"	120
	"	DEPART	28'2"	28'6"	28'4"	900
3	SALVADOR	ARRIVE	28'0"	28'0"	28'0"	600
	"	DEPART	16'3"	23'1"	19'8"	

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FEED - 9' 8 3/4"

TONNAGE - 7,263 LO

DEADWEIGHT - 10,850 (FROM RED RIVER FI

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ALSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

- VOYAGE No. 8/2 (LIBERTY SHIP) MARCH 8, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	VITR	MISC	TOTL			
						F.W. PORT
	109		509			–
	39		159			FUEL & WATER FROM PORT LOG
	175		1075	71+	*	TROPICAL ZONE
	65		665			TROPICAL ZONE
NO	INFO					

DEADWEIGHT - 10,850 L.T. (FROM FILES)

CARGO - 10,210 L.T.

NG TONS AVAIL - 640 L.T. FOR F.O., WATER, STORES
LES) 1,004 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

231a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "RUSSEL 1" VOYAGE NO. 14/8

BY _____ DATE _____ CHKD. BY _____ DATE _____

SHEET NO. 2 OF 2

JOB NO. Y-1200

S. S. "RUSSELL

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORT ARTHUR	LOAD	27'0"	29'11"	28' 5 1/2"	
	" "	DEPART	27'0"	30'4"	28'8"	33
2	FREEPORT	ARRIVE	NO	DRA	FTS	20
	"	DEPART	NO	DRA	FTS	82
3	AUGUSTA	ARRIVE	NO	DRA	FTS	12
	"	DEPART	NO	DRA	FTS	54
4	SUEZ	ARRIVE	NO	DRA	FTS	41
	"	DEPART	NO	DRA	FTS	30
5	DJIBOUTI	ARRIVE	NO	DRA	FTS	23
	"	DEPART	NO	DRA	FTS	52
6	COLOMBO	ARRIVE	NO	DRA	FTS	24
	"	DEPART	NO	DRA	FTS	60
7	MADRAS	ARRIVE	NO	DRA	FTS	5
	"	DEPART	NO	DRA	FTS	
8	CALCUTTA	ARRIVE	NO	DRA	FTS	

VESSEL PARTICULARS

DRAFT - 27'- 8 7/8"
FEBD - 9'- 8 3/4"
TONNAGE - 7,263
DEADWEIGHT - 10,850

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

L" - VOYAGE 14/8 (LIBERTY SHIP) JULY 16, 1964

	VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			
						F.W.A. - 4"
0	100		430			
0	NO	INFO				FUEL FROM PASSAGE REPORT
0	NO	INFO	820+	220+	*	OVERLOADED W/O INCLUDING UNKNOWN WATER QTY.
5	NO	INFO				FUEL FROM PASSAGE REPORT
0	265		805	205+	*	WATER FROM AGENT'S REPORT
0	188		598			
0	170		560			TROPICAL ZONE
0	NO	INFO				TROPICAL ZONE
0	150+		670+			
0	NO	INFO				TROPICAL ZONE -
0	NO	INFO				LETTER: LEFT COLOMBO OVER- ARR MADRAS EXACTLY ON MARKS
0	NO	INFO				
						DISCHARGE CARGO
						DISCHARGE CARGO

DEADWEIGHT - 10,850 L.T. (FROM FILES)

CARGO - 10,250 L.T.

ONG TONS AVAIL - 600 L.T. FOR F.O. WATER, STORES
914 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

232a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH ADVENTURER" SHEET NO. 1 OF 5

BY VOYAGE NO. 7 JOB NO. Y-1200

CHKD. BY DATE

S.S. "SMITH AD

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	PORT ARTHUR	LOAD	26'6"	31'4"	28'11"	
	" "	DEPART	26'6"	31'4"	28'11"	
2	FREEPORT	ARRIVE	NO	DR	AFTS	
	"	DEPART	NO	DR	AFTS	
3	CEUTA	ARRIVE	NO	DR	AFTS	
	"	DEPART	NO	DR	AFTS	
4	SUEZ	ARRIVE	NO	DR	AFTS	
	"	DEPART	NO	DR	AFTS	
5	DJIBOUTI	ARRIVE	NO	DR	AFTS	
	"	DEPART	NO	DR	AFTS	

VESSEL PARTICULARS

DRAFT - 28' - 6 3/4"

FEBID - 9' - 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

"VENTURER" - VOYAGE NO. 7 (VICTORY SHIP) NOVEMBER 16, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
FL	WTR	MISC	TOTL			
						F.W.A. - 4 1/2"
200	98		298			
45	50		95			WATER & FUEL FROM MASTERS REPORT & BUNKERING BILL
700	296		996	538+	*	
168	62		230			FUEL INVOICE ENDORSED BY CHIEF FUEL AND WATER FROM MASTER'S LETTER 12/2/62
550	270		820	362+	*	
330	NO	INFO				TROPICAL ZONE
330	150+		480+			
120	NO	INFO				TROPICAL ZONE
880	160		1040	218+	*	

DEADWEIGHT - 10,658 L.T.
CARGO - 10,200 L.T.

LONG TONS AVAIL - 458 L.T. FOR F.O., WATER, STORES
822 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

233a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH ADVENTURER" SHEET NO. 2 OF 5

BY VOYAGE NO. 8 JOB NO. Y-1200

CHKD. BY DATE

S.S. "SMITH AD

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	HOUSTON	LOAD	28'8"	29'9"	29' 2 1/2"	
	"	DEPART	28'8"	29'8"	29'2"	25
2	FREEPORT	ARRIVE	NO	DR	AFTS	
	"	DEPART	27'10"	29'2"	28'6"	73
3	CEUTA	ARRIVE	NO	DR	AFTS	18
	"	DEPART	27'8"	29'4"	28'6"	64
4	SUEZ	ARRIVE	NO	DR	AFTS	36
	"	DEPART	NO	DR	AFTS	32
5	ADEN	ARRIVE	29'0"	29'4"	29'2"	
	"	DEPART	29'0"	29'4"	29'2"	
6	KARACHI	ARRIVE	29'0"	29'1"	29' 1/2"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

BEAM - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

VENTURER" - VOYAGE NO. 8 (VICTORY SHIP) FEBRUARY 8, 1964

VARIABLES (TONS)				OVLD (TONS)		REMARKS
EL	WTR	MISC	TOTL			
						F.W.A. - 6"
0	100		350			
NO	INFO					FUEL AND WATER PER A.D.L. AND TELEX
0+	200+		930+	487+	*	
0	NO	INFO				FUEL AND WATER PER AGENT'S REPORT
0	147+		787+	344+	*	
0	60		410			
0	54		374			TROPICAL ZONE
NO	INFO					TROPICAL ZONE
NO	INFO					
NO	INFO					

DEADWEIGHT - 10,658 L.T.
CARGO - 10,215 L.T.

ONG TONS AVAIL -- 443 L.T. FOR F.O., WATER, STORES
807 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

234a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH ADVENTURER" VOYAGE NO. 9

BY ..... DATE .....

CHKD. BY ..... DATE .....

SHEET NO. 3 OF 5

JOB NO. Y-1200

S.S. SMITH A

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	25'10"	33'2"	29'6"	
	"	DEPART	24'9"	32'3"	28'6"	25
2	FREEPORT	ARRIVE	NO DRAFTS			16
	"	DEPART	28'1"	31'3"	29'2"	78
3	CEUTA	ARRIVE	NO DRAFTS			19
	"	DEPART	25'5"	31'9"	29'7"	64
4	SUEZ	ARRIVE	NO DRAFTS			35
	"	DEPART	25'8"	31'6"	28'4"	35
5	ADEN	ARRIVE	24'8"	31'10"	28'3"	
	"	DEPART	27'1"	31'1"	29'1"	56
6	VIZAGHAPATNAM	ARRIVE	24'8"	32'3"	28'5"	
	"	DEPART	24'10"	22'7"	23'8½	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ADVENTURER - VOYAGE NO. 9 (VICTORY SHIP) APRIL 17, 1964

VARIABLES (TONS)						
L	WTR	MISC.	TOT'L	OVLD (TONS)	VIOLATE	REMARKS
						F.W. PORT
5	75		330			FUEL & WATER PER AGENT'S REPORT
5	40		205			FUEL & WATER PER AGENT'S REPORT
0	205		985	532+	*	
0	NO INFO					FROM A.D.L. & AGENT'S REPORT
0	260		900	447+	-*	
0	195		545	92+	*	FROM P.L. & A.D.L. DRAFT DEPART TROPICAL ZONE
0	195		545			
						TROPICAL ZONE
0+	NO INFO					
						" "

DEADWEIGHT - 10,658 L.T.
CARGO - 10,205 L.T.

ONG TONS AVAIL - 453 L.T. FOR F.O., WATER, STORES
817 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

235a

DEFENDANT'S EXHIBIT J

S.S. SMITH ADVENTURER

DATE 11/20/72 SUBJECT VOYAGE NO. 10

BY DATE

CHKD. BY DATE

SHEET NO. 4 OF 5

JOB NO. Y-1200

S.S. SMITH ADVE

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FWE
1	BALTIMORE	ARRIVE	10'0"	13'9"		
	"	DEPART	25'0"	26'10"	25'11"	40
2	NEW YORK	ARRIVE	24'6"	26'4"	25'5"	30
	"	DEPART	28'3"	29'5"	28'10"	6
3	AZORES	ARRIVE	26'9"	29'8"	28'2½"	3
	"	DEPART	26'8"	29'4"	27'10"	3
4	CEUTA	ARRIVE	26'4"	29'0"	27'8"	1
	"	DEPART	26'11"	29'7"	28'3"	5
5	LEGHORN	ARRIVE	26'5½"	29'5½"	27'11½"	4
	"	DEPART	26'8"	29'0"	27'10"	4
6	ISTANBUL	ARRIVE	26'8"	28'6"	27'7"	2
	"	DEPART	26'8"	29'0"	27'10"	7
7	DOPINCE	ARRIVE	27'8"	29'0"	28'4"	7
	"	DEPART	29'0"	28'0"	28'6"	11
8	IZMIR	ARRIVE	28'11"	27'11"	28'5"	11
	"	DEPART	27'10"	27'8"	27'9"	11

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ENTURER - VOYAGE NO. 10 (VICTORY SHIP) JULY 23, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			
						TIME CHARTER FOR CENTRAL GULF CORP.
00	250		650			
60	233		593			FWA - 3½"
80	180		860			FUEL & WATER PER P.R.
50	60		410			
40	50		390			
90	28		218			FUEL & WATER PER P.R.
40	110		650			SUMMER ZONE
10	80		490			" " " "
00	310		710			
20	255		475			" " " "
50	235		985			
40	230		970			" " " "
50	235		1385			
00	213		1313			" " " "
00	278		1378			

DEADWEIGHT - 10,658 L.T.

CARGO - _____

ONG TONS AVAIL - FOR F.O., WATER, STORES

TROPICAL ZONE

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-29

236a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH ADVENTURER VOYAGE NO. 10

BY ____ DATE ____

CHKD. BY ____ DATE ____

SHEET NO. 5 OF 5

JOB NO. Y-1200

S.S. SMITH ADVE

DAY	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
9	ISKENDERUN	ARRIVE	26'9"	27'11"	27'4"	100
	"	DEPART	25'2"	27'6"	26'4"	9
10	SUEZ	ARRIVE	24'11"	27'7"	26'3"	9
	"	DEPART	25'9"	25'9"	25'9"	8
	KARACHI	ARRIVE	23'3"	26'0"	24'9"	4

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,606
DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

NTURER - VOYAGE NO. 10 (CONT'D) JUNE 23, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			
30	245		1245			FUEL & WATER PER P.R.
75	255		1230			
20	234		1154			DEPART TROPICAL ZONE
80	398		1278			
65	260		725			TROPICAL ZONE

A-30

DEADWEIGHT - 10,658 L.T.

CARGO - _____

ONG TONS AVAIL - FOR F.O., WATER, STORES TROPICAL ZONE

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

237a

DEFENDANT'S EXHIBIT J

BY _____ DATE 12/15/72 SUBJECT S.S. SMITH BUILDER SHEET NO. 1 OF 6

CHKD. BY _____ DATE _____ VOYAGE NO. 7 JOB NO. Y-1200

S.S. SMITH BUILDER - V

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	VA FUEL
1	NEW ORLEANS					
	"	DEPART	27'3"	31'3"	29'3"	450
2	FREEPORT	ARRIVE				336
	"	DEPART	26'10"	30'4"	28'7"	630
3	CEUTA	ARRIVE				110
	"	DEPART	26'1"	31'1"	28'7"	555
4	SUEZ	ARRIVE				308
	"	DEPART				286
5	ADEN	ARRIVE				105
	"	DEPART	26'7"	30'7"	28'7"	690
6	BHAVNAGAR	ARRIVE				465
	"	DEPART	10'10"	12'0"	11'5"	

VESSEL PARTICULARS

DRAFT - 28'-6-3/4"

FBRD - 9'7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

LON

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

OYAGE NO. 7 (VICTORY TYPE) JULY 18, 1963

ARIABLES (TONS) WTR'	MISC'	TOT'L	OVLD' (TONS)	VIOLATE	REMARKS
230		680			
185		521			FUEL, WATER & DRAFTS FROM P.R.
285		915	189+	*	
98		208			" " "
300		855	129+	*	
200		508			" " "
175		461			DEPART TROPICAL ZONE
110		215			
270		960	234+	*	SUMMER ZONE
205		670			SUMMER ZONE

DEADWEIGHT - 10,753 L.T.
CARGO - 10,027 L.T.

OG TONS AVAIL - 726 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

238a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH BUILDER SHEET NO. 2 OF 6

BY VOYAGE NO. 7A JOB NO. Y-1200

CHKD. BY DATE

S.S. SMITH B

LET LD	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	BATON ROUGE	LOAD	27'2"	32'1"	29'7½"	
	" "	DEPART	27'0"	31'7"	29'3½"	
2	FREEPORT	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			
3	CEUTA	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			
4	SUEZ	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			
5	DJIBOUTI	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			
6	MADRAS	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			
7	CALCUTTA	ARRIVE	NO DRAFTS			

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

UILDER - VOYAGE NO. 7A (VICTORY TYPE) SEPTEMBER 22, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
F.L	WTR	MISC	TOT'L			
						F.W. PORT 8 3/4"
270	215		485			29'3⅜"- 28' 6 3/4"=
170	175		345			FUEL & WATER FROM P.R.
660	275		935	382+	*	
110	65		175			FUEL & WATER FROM P.R.
680	290		970	417+	*	
400	210		610	57+	*	FUEL & WATER FROM P.R.
360	200		560			DEPART TROPICAL ZONE
170	145		315			FUEL & WATER FROM P.R. TROPICAL ZONE
100	345		1445	528+	*	
680	190		870	317+	*	FUEL & WATER FROM P.R. SUMMER ZONE
630	260		890	337+	*	
550	220		770	217+	*	FUEL & WATER FROM P.R. DISCH 2381 TONS SUMMER ZONE

DEADWEIGHT - 10,753 L.T.
CARGO - 10,200 L.T.

ONG TONS AVAIL - 553 L.T. FOR F.O. WATER, STORES
917 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

239a

DEFENDANT'S EXHIBIT J

S.S. SMITH BUILDER

VOYAGE NO. 8

SHEET NO. 3 OF 6

JOB NO. Y-1200

DATE 11/20/72 SUBJECT

BY DATE

CHKD. BY DATE

S.S. SMITH BUIL

LEG	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORTLAND, ME.	LOAD	26'9"	29'3"	28'0"	
	" "	DEPART	NO DRAFTS			N
2	CEUTA	ARRIVE	NO DRAFTS			6
	"	DEPART	NO DRAFTS			60
3	SUEZ	ARRIVE	NO DRAFTS			30
	"	DEPART	NO DRAFTS			105
4	BANDAR SHANPOUR	ARRIVE		"		

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

DER - VOYAGE NO. 8 (VICTORY TYPE) DECEMBER 21, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
0	INFO					
0	NO	INFO				FUEL & WATER FROM AGENT'S REPORT
0	166		766			
0	70		370			FUEL & WATER FROM PORT LOG
0	420		1470			DEPART TROPICAL ZONE
	NO	INFO				DISCHARGE CARGO TROPICAL ZONE

DEADWEIGHT - 10,753 L.T.

CARGO - 9,445 L.T.

NG TONS AVAIL - 1,308 L.T. FOR F.O., WATER, STORES

1,672 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

240a

DEFENDANT'S EXHIBIT J

S.S. SMITH BUILDER — SHEET NO. 4 OF 6

DATE 11/20/72 SUBJECT — VOYAGE NO. 9 — JOB NO. Y-1200

BY ____ DATE ____

CHKD. BY ____ DATE ____

S.S. SMITH

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NORFOLK	LOAD	27'3"	29'5"	28'4"	
	"	DEPART	27'3"	29'5"	28'4"	11
2	CHARLESTON	ARRIVE	NO DRAFTS			
	"	DEPART	27'3"	29'5"	28'4"	76
3	AUGUSTA	ARRIVE	NO DRAFTS			1
	"	DEPART	NO DRAFTS			51

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

BUILDER - VOYAGE NO. 9 (VICTORY TYPE) MARCH 6, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						VESSEL SAILED VIA CHARLESTON, S.C. TO TAKE ADVANTAGE OF SUMMER MARKS DRAFTS, FUEL & WATER FROM TELEGRAMS
0	185		295			
						FROM TELEGRAMS
6	140		906	109+	*	
15	NO INFO.		115+			
7	" "		517+			

DEADWEIGHT - 10,753 L.T.
CARGO - 9,956 L.T.
LONG TONS AVAIL - 797 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

241a

DEFENDANT'S EXHIBIT J

S.S. SMITH BUILDER — SHEET NO. 5 OF 6

DATE 11/20/72 SUBJECT VOYAGE NO. 10 — JOB NO. Y-12.00

BY ____ DATE ____

CHKD. BY ____ DATE ____

S.S. SMITH BU

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FJE
1	NEW ORLEANS	LOAD	27'8"	31'6"	29'7"	
	" "	DEPART	27'2"	31'2"	29'2"	23
2	FREEPORT	ARRIVE	NO DRAFTS			N
	"	DEPART	NO DRAFTS			7
3	CEUTA	ARRIVE	NO DRAFTS			2
	"	DEPART	NO DRAFTS			5
4	SUEZ	ARRIVE	NO DRAFTS			2
	"	DEPART	NO DRAFTS			2
5	DJIBOUTI	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			4
6	COLOMBO	ARRIVE	NO DRAFTS			
	"	DEPART	NO DRAFTS			2
7	MADRAS	ARRIVE	27'0"	30'0"	28'6"	
	"	DEPART	23'6"	23'6"	23'6"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

BRED - 9' 7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ILDER - VOYAGE NO. 10 (VICTORY TYPE)						APRIL 22, 1964
VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						F.W. PORT
30	420		650	48+	*	
NO	INFO					FUEL & WATER FROM A.D.L.
50	100+		850+	248+	*	
30	NO	INFO				FUEL & WATER FROM AGENT'S REPORT & A.D.L.
80	360+		940	338+	*	
35	310		545			FUEL & WATER FROM PORT LOG
10	304		514			DEPART TROPICAL ZONE
21	NO	INFO				FUEL FROM AGENT'S REPORT TROPICAL ZONE
40	NO	INFO	440+			
NO	INFO					FUEL FROM A.D.L. TROPICAL ZONE
20	NO	INFO	220+			
	NO	INFO				SUMMER ZONE
	NO	INFO				

DEADWEIGHT - 10,753 L.T.
CARGO - 10,151 L.T.

LONG TONS AVAIL - 602 L.T. FOR F.O., WATER, STORES
966 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

242a

DEFENDANT'S EXHIBIT J

BY _____ DATE 12/20/72 SUBJECT S.S. SMITH BUILDER SHEET NO. 6 OF 6

CHKD. BY _____ DATE _____ VOYAGE NO. 10A JOB NO. Y-1200

SFAX, TUNISIA/SAIGON, VIETNAM

S.S. SMITH BUILDER - VOY

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUR
1						

VESSEL PARTICULARS

DRAFT - 28'6-3/4"
FBBD - 9'7"
TONNAGE - 7,645
DEADWEIGHT - 10,753

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

AGE NO. 10A (VICTORY TYPE) JULY 16, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLAT	REMARKS
L	WTR	MISC	TOTL			
						CARGO NOT LOADED FOR ACCOUNT OF E.J. SMITH CO.

A-36

DEADWEIGHT -

CARGO - _____

ONG TONS AVAIL - FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (A... ...)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

243a

DEFENDANT'S EXHIBIT J

S.S. SMITH CAPER

DATE 11/20/72 SUBJECT

VOYAGE NO. 9

BY

CHKD. BY DATE

SHEET NO. 1 OF 2

JOB NO. Y-1230

S.S. SMITH CA

PORT	PORT	VESSEL COND'N	DRAFTS FWD.	DRAFTS AFT.	DRAFTS MEAN	FUE
1	NEW ORLEANS	LOAD	29'5"	30'3"	29'10"	
	" "	DEPART	29'5"	31'3"	30'4"	NC
2	FREEPORT	ARRIVE	27'4"	29'9½"	28'7"	NC
	"	DEPART	NO	DRAFTS		810
3	CEUTA	ARRIVE	28'0"	28'8"	28'4"	235
	"	DEPART	28'0"	30'2"	29'1"	770
4	SUEZ	ARRIVE	NO	DRAFTS		480
	"	DEPART	NO	DRAFTS		480
5	ADEN	ARRIVE	28'4"	29'7"	28'11½"	
	"	DEPART	29'0"	30'6"	29'9"	660
6	MADRAS	ARRIVE	28'3"	29'9"	29'0"	NC
	"	DEPART	20'2"	20'2"	20'2"	NC

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,628

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

PER - VOYAGE NO. 9 (VICTORY TYPE) JANUARY 14, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			
					*	F.W. PORT
0	INFO				*	OVERLOAD BY DRAFTS FROM A.D.L. & N.C.B.
0	INFO					FUEL FROM A.D.L.
	NO	INFO	810+	202+	*	OVERLOADED W/O INCL. UNKNOWN WATERY QTY.
	NO	INFO				FUEL & WATER FROM AGENT'S REPORT
	165		935	327+	*	
	77		557			
	315		795			DEPART TROPICAL ZONE
NO	INFO					OVERLOAD BY DRAFTS FROM A.D.L TROPICAL ZONE
	NO	INFO	660+		*	FUEL FROM AGENT'S REPORT
0	INFO					TROPICAL ZONE
0	INFO					

DEADWEIGHT - 10,658 L.T.
CARGO - 10,050 L.T.

NG TONS AVAIL - 608 L.T. FOR F.O., WATER, STORES
972 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

244a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH CAPER SHEET NO. 2 OF 2

BY ..... DATE ..... VOYAGE NO. 10 JOB NO. Y-12CC

CHKD. BY ..... DATE .....

S.S. SMITH C

ITEM NO.	PORT	VESSEL CONDITION	DRAFTS FWD.	AFT.	MEAN	FUE
1	GALVESTON	LOAD	27'8"	29'9"	28'8½'	
	"	DEPART	NO	DRAFTS		270
2	FREEPORT	ARRIVE	NO	DRAFTS		150
	"	DEPART	NO	DRAFTS		650
3	CEUTA	ARRIVE	NO	DRAFTS		150
	"	DEPART	NO	DRAFTS		370

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

BEAM - 9' 7"

TONNAGE - 7,628

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

CAPER - VOYAGE NO. 10 (VICTORY TYPE) APRIL 7, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						FWA - 1½"
0	NO	INFO	270+			
0	NO	INFO	150+			FUEL FROM TELEGRAM
0	NO	INFO	650+	236+	*	
0	NO	INFO	150+			FUEL AND WATER FROM AGENT'S REPORT
0	109+		479+	65+	*	

DEADWEIGHT - 10,658 L.T.
CARGO - 10,244 L.T.
ONG TONS AVAIL - 414 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. SMITH CONQUEROR SHEET NO. 2 OF 3

CHKD. BY _____ DATE _____ VOYAGE NO. 3 JOB NO. Y-1200

S.S. SMITH CONQUER

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	NEW YORK	LOAD	26'8"	28'2"	27'5"	
	" "	DEPART	26'8½"	28'5½"	27'7"	45
2	CEUTA	ARRIVE	26'1"	28'0"	27'7"	
	"	DEPART	26'4"	29'2"	27'9"	
3	SIBENIK	ARRIVE	26'6"	28'8"	27'7"	
	"	DEPART	6'5"	14'8"	10'7"	

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FRBD - 9' 8 3/4"

TONNAGE - 7,216

DEADWEIGHT - 10,500

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

OR - VOYAGE NO. 3 (LIBERTY SHIP) APRIL 30, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						DRAFT, FUEL & WATER FROM AGENT'S REPORT & A.D.L.
0	100		550	200+	*	
37	NO	INFO				FUEL FROM AGENT'S REPORT WATER FROM A.D.L.
630	100		730	430+	*	
NO	INFO					DISCH. CARGO
	777					

DEADWEIGHT - 10,500 L.T.
CARGO - 10,200 L.T.
ONG TONS AVAIL - 300 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

246a

DEFENDANT'S EXHIBIT J

S.S. SMITH CONQUEROR — SHEET NO. 3 OF 3

SUBJECT — VOYAGE NO. 8 — JOB NO. Y-1200

DATE 11/20/72

BY

CHKD. BY — DATE

S.S. SMITH CONQU

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	24'10"	31'2"	28'0"	
	" "	DEPART	NO	DRAFTS		N
2	FREEPORT	ARRIVE	NO	DRAFTS		120
	"	DEPART	NO	DRAFTS		750
3	CEUTA	ARRIVE	NO	DRAFTS		18
	"	DEPART	NO	DRAFTS		630
4	SUEZ	ARRIVE	NO	DRAFTS		370
	"	DEPART	NO	DRAFTS		33
5	DJIBOUTI	ARRIVE	NO	DRAFTS		11
	"	DEPART	NO	DRAFTS		83

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FRBD - 9' 8 3/4"

TONNAGE - 7,216

DEADWEIGHT - 10,500

L

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

VEROR - VOYAGE NO. 8 (LIBERTY SHIP) JULY 8, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						F.W. PORT
10	INFO					FWA - 7½"
0	NO	INFO				FROM TELEGRAMS
0	NO	INFO	750+	500+	*	
5	NO	INFO				FROM TELEGRAMS
0	NO	INFO	630+	380+	*	
0	175		545	295+	*	
5	200		535			DEPART TROPICAL ZONE
0	NO	INFO				TROPICAL ZONE
0	NO	INFO				

DEADWEIGHT - 10,500 L.T.

CARGO - 10,250 L.T.

ONG TONS AVAIL - 250 L.T. FOR F.O., WATER, STORES
614 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

247a

DEFENDANT'S EXHIBIT J

BY ..... DATE 11/20/72 SUBJECT S.S. SMITH DEFENDER SHEET NO. 1 OF 3

CHKD. BY ..... DATE ..... VOYAGE NO. 5 JOB NO. Y-1200

S.S. SMITH DEFEN

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUR
1	HOUSTON	LOAD	30'5"	27'5"	28'11"	
	"	DEPART	28'0"	30'0"	29'0"	2(
2	FREEPORT	ARRIVE	26'10"	28'10"	27'10"	
	"	DEPART	27'6"	29'7½"	28'6 3/4"	
3	CEUTA	ARRIVE	27'0"	28'4"	27'8"	
	"	DEPART	NO	DRAFTS		5
4	SUEZ	ARRIVE	27'11"	28'1"	28'0"	2
	"	DEPART	NO	DRAFTS		2
5	DJIBOUTI	ARRIVE	27'10"	28'0"	27'11"	1(
	"	DEPART	28'9"	28'4½"	28'6 3/4"	5
6	KARACHI	ARRIVE	28'0"	28'6"	28'3"	
	"	DEPART	7'5"	16'5"	11'11"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,651

DEADWEIGHT - 10,725

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

NDER - VOYAGE NO. 5 (VICTORY SHIP) NOVEMBER 5, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						FWA - 6"
00	225		425			
NO	INFO					FUEL FROM TELEX
570+	NO	INFO	570+	71+	*	
82	NO	INFO	82+			FUEL & WATER FROM AGENT'S REPORT
10	136+		646+	147+	*	
80	90		370			FUEL & WATER FROM PORT LOG
50	300		550			DEPART TROPICAL ZONE
00	NO	INFO	100+			FUEL FROM AGENT'S REPORT TROPICAL ZONE
80	NO	INFO	530+			
NO	INFO					TROPICAL ZONE
NO	INFO					

DEADWEIGHT - 10,725 L.T.
CARGO - 10,226 L.T.

ONG TONS AVAIL -- 499 L.T. FOR F.O., WATER, STORES
863 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

248a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH DEFENDER SHEET NO. 2 OF 3

BY VOYAGER NO. 7 JOB NO. Y-1205

CHKD. BY DATE

S.S. SMITH DEF

PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FU
1 PORT ARTHUR	LOAD	24'11"	32'1"	28'6"	
" "	DEPART	24'11"	32'1"	28'6"	2
2 FREEPORT	ARRIVE	NO	DRAFTS		
"	DEPART	NO	DRAFTS		5
3 CEUTA	ARRIVE	NO	DRAFTS		
"	DEPART	NO	DRAFTS		4
4 SUEZ	ARRIVE	-	31'10'	-	2
"	DEPART	NO	DRAFTS		2
MADRAS	ARRIVE	25'10"	30'10'	28'4"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FREED - 9' 7"

TONNAGE - 7,651

DEADWEIGHT - 10,725

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ENDER - VOYAGE NO. 7 (VICTORY SHIP) APRIL 17, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
F.O.	WTR	MISC	TOTL			
						F.W.A. - 6"
10	110		330			
98	NO	INFO				FUEL FROM TELEX
50	NO	INFO	350+	25+	*	
90	NO	INFO				FUEL FROM AGENT'S REPORT
80	NO	INFO	480+		?	
40	55		295			FUEL & WATER FROM PORT LOG MASTER'S LETTER
10	200		410			31' 10" DRAFT AFT DEPART TROPICAL ZONE
						SUMMER ZONE DRAFTS FROM AGENT'S LETTER

A-42

DEADWEIGHT - 10,725 L.T.

CARGO - 10,200 L.T.

ONG TONS AVAIL - 525 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

SUBJECT S.S. SMITH DEFENDER

DATE 11/20/72

BY

CHKD. BY DATE

Voyage No. 7-A

JOB NO. Y-1200

SHEET NO. 3 OF 3

S.S. SMITH DEFEND

LINE NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	VISAKHAPATNAN	LOAD	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		
2	DJIBOUTI	ARRIVE	NO	DRAFTS		3
	"	DEPART	NO	DRAFTS		49
3	SUEZ	ARRIVE	NO	DRAFTS		35
	"	DEPART	NO	DRAFTS		31
4	AUGUSTA	ARRIVE	NO	DRAFTS		-
	"	DEPART	NO	DRAFTS		71
5	BALTIMORE	ARRIVE	NO	DRAFTS		9

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

DRAINAGE - 7,651

DEADWEIGHT - 10,725

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ER - VOYAGE NO. 7-A (VICTORY SHIP) JULY 21, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						SUMMER ZONE
0	INFO					
0	NO	INFO				TROPICAL ZONE
0+	100+		590+			FUEL & WATER FROM AGENT'S REPORT
0	83		433			FUEL & WATER FROM PORT LOG TROPICAL ZONE
0	320		630	58+	*	SUMMER ZONE
0	INFO.					FUEL FROM TELEX OVERLOAD W/O INCL. UNKNOWN QTY. OF WATER
0	NO	INFO.	710+	138+	*	
3	NO	INFO.	93+			DISCH. CARGO

DEADWEIGHT - 10,725 L.T.

CARGO - 10,153 L.T.

ONG TONS AVAIL - 572 L.T. FOR F.O., WATER, STORES

936 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

250a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH EXPLORER SHEET NO. 1 OF 3

BY ..... VOYAGE NO. 9 JOB NO. Y-12.00

CHKD. BY ..... DATE .....

S.S. SMITH EXPLOR

LINE NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	28'0"	30'11"	29'5½"	
	" "	DEPART	27'1"	30'0"	28'6½"	
2	FREEPORT	ARRIVE	26'2"	29'0"	27'7"	
	"	DEPART	27'1½"	30'0"	28'6 3/4"	650
3	CEUTA	ARRIVE	26'5"	28'7"	27'6"	125
	"	DEPART	NO	DRAFTS		550
4	SUEZ	ARRIVE	27'0"	28'6"	27'9"	300
	"	DEPART	27'0"	28'11"	27'11½"	27
5	ADEN	ARRIVE	26'8"	28'10"	27'9"	N
	"	DEPART	28'0"	30'3"	29'1½"	N
6	VIZAGAPATNAN	ARRIVE	28'10"	29'0"	28'11"	N
	"	DEPART	19'10"	20'0"	19'11"	N

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRESH - 9' 7"

TONNAGE - 7,638

DEADWEIGHT - 10,696

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

RER - VOYAGE NO. 9 (VICTORY TYPE) JANUARY 20, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						F.W. PORT
NO	INFO					
NO	INFO					FROM A.D.L. TONNAGE DOES NOT AGREE WITH DRAFT
0+	55+		705+	209+	*	
5	NO	INFO				FROM A.D.L. & AGENT'S REPORT
0	133+		638+	142+	*	
0	55		355			FUEL & WATER FROM PORT LOG DRAFTS FROM A.D.L.
70	230		500			DEPART TROPICAL ZONE
NO	INFO					DRAFTS FROM A.D.L.
NO	INFO					TROPICAL ZONE
NO	INFO					DRAFTS FROM A.D.L. TROPICAL ZONE
NO	INFO					

DEADWEIGHT - 10,696 L.T.
CARGO - 10,200 L.T.

NG TONS AVAIL - 496 L.T. FOR F.O., WATER, STORES
860 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

251a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH EXPLORER VOYAGE NO. 10 SHEET NO. 2 OF 3 JOB NO. Y-12.0.

BY CHKD. BY DATE

S.S. SMITH EXPL

PORT ID	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	BEAUMONT	LOAD	26'0"	32'10"	29'5"	
	"	DEPART	26'0"	32'4"	29'2"	N
2	FREEPORT	ARRIVE	24'8"	30'10"	27'9"	N
	"	DEPART	28'0"	29'1½"	28'6 3/4"	60
3	CEUTA	ARRIVE	26'0"	29'10"	27'11"	10
	"	DEPART	27'0"	30'1"	28'6 3/4"	5
4	SUEZ	ARRIVE	26'2"	30'2"	28'2"	2
	"	DEPART	26'2"	30'6"	28'4"	2
5	ADEN	ARRIVE	25'6"	30'6"	28'0"	
	"	DEPART	27'2"	30'6"	28'10"	4
6	KARACHI	ARRIVE	26'10"	31'0"	28'11"	
	"	DEPART	12'1"	14'3"	13'2"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,638
DEADWEIGHT - 10,696

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

LORER - VOYAGE NO. 10 (VICTORY TYPE) APRIL 11, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
						FWA - 7½"
10	INFO					29'2"-7½"=28'6½"
10	INFO					FROM P.R. DEADWEIGHT DOES NOT AGREE WITH DRAFT
00+	100+		700+	204+	*	
00	NO	INFO				FROM P.R. & AGENT'S REPORT DEADWEIGHT DOES NOT AGREE WITH DRAFT
50	150+		700+	204+	*	
75	80		355			FROM P.R. & PORT LOG
50	185		435			DEPART TROPICAL ZONE
NO	INFO					FROM P.R.
50+	NO	INFO				TROPICAL ZONE
NO	INFO					TROPICAL ZONE
NO	INFO					

DEADWEIGHT - 10,696 L.T.

CARGO - 10,200 L.T.

ONG TONS AVAIL - 496 L.T. FOR F.O., WATER, STORES

860 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

252a

DEFENDANT'S EXHIBIT J

S.S. SMITH EXPLORER

VOYAGE NO. 11

SUBJECT

DATE 11/20/72

BY

CHKD. BY

DATE

SHEET NO. 3 OF 3

JOB NO. Y-12.00

S.S. SMITH EX

ART. [illegible]	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	BEAUMONT	LOAD	26'9"	31'1"	28'11"	
	"	DEPART	26'9"	31'1"	28'11"	20
2	FREEPORT	ARRIVE	26'6"	28'6"	27'6"	N
	"	DEPART	27'0"	30'1½"	28'6 3/4"	61
3	CEUTA	ARRIVE	26'0"	29'10"	27'11"	12
	"	DEPART	27'1½"	30'0"	28'6 3/4"	55
4	SUEZ	ARRIVE	26'4"	30'2"	28'3"	26
	"	DEPART	27'0"	30'4"	28'8"	24
5	DJIBOUTI	ARRIVE	26'0"	30'0"	28'0"	
	"	DEPART	28'8"	28'8"	28'8"	67
6	NAVLAKHI	ARRIVE	27'2"	29'6"	28'4"	
	"	DEPART	10'6"	11'4"	10'11"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

DRAFT - 9' 7"

TONNAGE - 7,638

DEADWEIGHT - 10,696

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

PLORER - VOYAGE NO. 11 (VICTORY TYPE) JUNE 19, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						FWA - 7½"
0	210		410			
0	INFO					FROM A.D.L. DEADWEIGHT DOES NOT AGREE WITH DRAFT
0+	110+		720+	224+	*	
0	NO	INFO				FROM A.D.L. & AGENT'S REPORT DEADWEIGHT DOES NOT AGREE WITH DRAFT
0	175+		725+	229+	*	
0	127		387			FUEL & WATER FROM PORT LOG
0	355		595			DEPART TROPICAL ZONE
8	NO	INFO				FUEL FROM AGENT'S REPORT TROPICAL ZONE
0	NO	INFO	670+			
NO	INFO					DISCH. CARGO TROPICAL ZONE
NO	INFO					

DEADWEIGHT - 10,696 L.T.

CARGO - 10,200 L.T.

ONG TONS AVAIL - 496 L.T. FOR F.O., WATER, STORES

860 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

253a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. SMITH PILOT SHEET NO. 1 OF 2

CHKD. BY _____ DATE _____ Voyage No. 6 JOB NO. Y-1200

S.S. SMITH PIL

PORT NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	HOUSTON	LOAD	26'0"	30'6"	28'3"	
	"	DEPART	26'0"	30'6"	28'3"	22
2	FREEPORT	ARRIVE	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		51
3	CEUTA	ARRIVE	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		45
4	SUEZ	ARRIVE	NO	DRAFTS		25
	"	DEPART	NO	DRAFTS		
5	VISAHAKPATNAN	ARRIVE	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 27' 7 7/8"

FRBD - 12' 5 7/8"

TONNAGE - 8,258

DEADWEIGHT - 10,607

LO

B.O.L. - BILL OF LADING
P.R. PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

OT - VOYAGE NO. 6 (AMERICAN C-2) MARCH 6, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						F.W.A. - 7"
0	135		355			
NO	INFO					FUEL FROM ENGR'S REPORT
0	100		610+	203+	*	
NO	INFO					FUEL & WATER FROM AGENT'S REPORT
0+	151+		601+	194+	*	
0	40		290			FUEL & WATER FROM PORT LOG
NO	INFO					DEPART TROPICAL ZONE
NO	INFO					SEE LETTER FROM MASTER ON OVERLOADS
NO	INFO					

DEADWEIGHT - 10,607 L.T.
CARGO - 10,200 L.T.
ONG TONS AVAIL - 407 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

254a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH PILOT VOYAGE NO. 7 SHEET NO. 2 OF 2

BY ____ DATE ____ CHKD. BY ____ DATE ____ JOB NO. Y-[illegible]

S.S. SMITH PILOT - VOYA

PORT NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUR
1	HOUSTON	LOAD	27'9"	28'3"	28'0"	
	"	DEPART	27'9"	28'3"	28'0"	34
2	FREEPORT	ARRIVE	NO	DRAFTS		4
	"	DEPART	NO	DRAFTS		50
3	CEUTA	ARRIVE	NO	DRAFTS		3
	"	DEPART	NO	DRAFTS		48
4	SUEZ	ARRIVE	NO	DRAFTS		30
	"	DEPART	NO	DRAFTS		29
5	DJIBOUTI	ARRIVE	NO	DRAFTS		7
	"	DEPART	NO	DRAFTS		42
6	MADRAS	ARRIVE	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 27' 7 7/8"

FRE'D - 12' 5 7/8"

TONNAGE - 8,258

DEADWEIGHT - 10,607

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

GE NO. 7 (AMERICAN C-2) JUNE 18, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						FWA - 7"
0	115		455	53+	*	
7	NO	INFO				FUEL FROM TELEX
0+	NO	INFO	500+	98+	*	
3	NO	INFO				FUEL & WATER FROM AGENT'S REPORT
0	180		660+	258+	*	
0	147		447	45+	*	FUEL & WATER FROM PORT LOG
0	132		422			DEPART TROPICAL ZONE
5	NO	INFO				DEPART SUMMER ZONE
0+	100		520+	118+	*	FUEL FROM AGENT'S REPORT
	NO	INFO				ARRIVE SUMMER ZONE
	NO	INFO				

DEADWEIGHT - 10,607 L.T.
CARGO - 10,205 L.T.

ONG TONS AVAIL - 402 L.T. FOR F.O., WATER, STORES
766 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

255a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH TOURIST VOYAGE NO. 5

BY ____ DATE ____ CHKD. BY ____ DATE ____

SHEET NO. 1 OF 6

JOB NO. Y-12 CC

S.S. SMITH TOURIST

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1	HOUSTON	LOAD	27'0"	31'4"	29'2"	
	"	DEPART	27'0"	31'1"	29'½"	390
2	FREEPORT	ARRIVE	NO	DRAFTS		N
	"	DEPART	NO	DRAFTS		N
3	CEUTA	ARRIVE	NO	DRAFTS		110
	"	DEPART	NO	DRAFTS		590
4	SUEZ	ARRIVE	NO	DRAFTS		320
	"	DEPART	NO	DRAFTS		310
5	ADEN	ARRIVE	NO	DRAFTS		120
	"	DEPART	NO	DRAFTS		500

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,643
DEADWEIGHT - 10,650

LON

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

- VOYAGE NO. 5 (VICTORY TYPE) APRIL 10, 1963

VARIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
					FWA - 6½"
125		515			28'6 3/4+6½ = 29'-1¼"
INFO					
INFO					NO RECORD
NO	INFO	110+			FUEL AND WATER FROM AGENT'S REPORT AND PORT SAID LOG OF WATER ON ARRIVAL
200+		790+	121+	*	
200		520			FUEL AND WATER FROM PORT LOG
375		685			DEPART TROPICAL ZONE
NO	INFO				
NO	INFO				TROPICAL ZONE

DEADWEIGHT - 10,650 L.T.

CARGO - 9,981 L.T.

NG TONS AVAIL - 669 L.T. FOR F.O., WATER, STORES

1,033 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

256a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH TOURIST Voyage No. 6

BY ..... DATE .....

CHKD. BY ..... DATE .....

SHEET NO. 2 OF 6

JOB NO. Y-1200

S.S. SMITH TOURIST

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	GALVESTON	LOAD	28'5"	29'0"	28'8½"	
	"	DEPART	28'5"	29'0"	28'8½"	343
2	FREEPORT	ARRIVE	NO	DRAFTS		210
	"	DEPART	NO	DRAFTS		660
3	CEUTA	ARRIVE	25'3"	29'4"	27'7"	125
	"	DEPART	26'6"	30'6"	28'6"	570
4	SUEZ	ARRIVE	26'6"	29'8"	28'1"	300
	"	DEPART	27'9"	29'3"	28'6"	300
5	ADEN	ARRIVE	NO	DRAFTS		110
	"	DEPART	27'7"	29'6"	28'6½"	414
6	BOMBAY	ARRIVE	27'1"	29'0"	28'½"	180
	"	DEPART	28'0"	29'1"	28'6½"	420
7	BHAVNAGAR	ARRIVE	27'11"	29'0"	28'5½"	390
	"	DEPART	10'6"	15'0"	12'9"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,643
DEADWEIGHT - 10,650

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

- VOYAGE NO. 6 (VICTORY TYPE) JUNE 18, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
				9'5½"		FWA - 1 3/4"
	105		448			
	75		285			FUEL & WATER FROM P.R.
	175		835	285+	*	
	45		170			FROM P.R. & AGENT'S REPORT DEADWEIGHT DOES NOT AGREE WITH DRAFT READINGS
	110		680	130+	*	
	25		325			FROM P.R. LETTER FROM MASTER & CHIEF OF OVERLOADS TROPICAL ZONE
	340		640	90+	*	
	290		400			FROM P.R. SUMMER ZONE
	230		544			OVER WITH STORES, ETC
	105		285			FROM P.R. SUMMER ZONE
	383		703	153+	*	
	368		758	208+	*	FROM P.R. SUMMER ZONE

DEADWEIGHT - 10,650 L.T.

CARGO - 10,100 L.T.

NG TONS AVAIL - 550 L.T. FOR F.O., WATER, STORES

914 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-50

257a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST" SHEET NO. 3 OF 6

BY ..... DATE ..... VOYAGE NO. 7 ..... JOB NO. Y-1200

CHKD. BY ..... DATE .....

S.S. "SMITH TOURIS

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	V FUEL
1	HOUSTON	LOAD	27'11"	30'1"	29'0"	
	"	DEPART	27'11"	30'1"	29'0"	250
2	FREEPORT	ARRIVE	NO	DRA	FTS	NO
	"	DEPART	NO	DRA	FTS	640
3	CEUTA	ARRIVE	NO	DRA	FTS	115
	"	DEPART	NO	DRA	FTS	560
4	SUEZ	ARRIVE	27'0"	29'8"	28'4"	300
	"	DEPART	27'2"	28'8"	28'5"	300
5	ADEN	ARRIVE	NO	DRA	FTS	NO
	"	DEPART	NO	DRA	FTS	640
6	MADRAS	ARRIVE	27'4"	29'4"	28'4"	NO
	"	DEPART	9'0"	13'0"	11'0"	NO

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

BEAM - 9' 7"

TONNAGE - 7,643

DEADWEIGHT - 10,650

LON

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

T" - VOYAGE NO. 7 (VICTORY TYPE) AUGUST 27, 1963

VARIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
					F.W.A. - 6"
224		474	20+	*	
INFO					
183		823	369+	*	
NO	INFO				FROM AGENT'S REPORT & P.R.
200		760+	306+	*	
150		450			OVERLOAD WITH STORES
150		450			DEPART TROPICAL ZONE
INFO					
NO	INFO	640+			TROPICAL ZONE
INFO					ARRIVE SUMMER ZONE
INFO					DISCHARGE CARGO

DEADWEIGHT - 10,650 L.T.
CARGO - 10,196 L.T.
G TONS AVAIL - 454 L.T.
818 L.T. FOR F.O. WATER, STORES (TROPICAL ZONE)

1 M/T = 2204.62#
1 L/T = 2240#
10,363 M/T = 10,196L.T.

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

258a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST"

BY ____ DATE ____ CHKD. BY ____ DATE ____ VOYAGE NO. 8

SHEET NO. 4 OF 6

JOB NO. Y-1200

S.S. "SMITH TOUR

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1	NEW ORLEANS	LOAD	27'0"	32'0"	29'6"	
	" "	DEPART	26'8"	31'8"	29'2"	290
2	FREEPORT	ARRIVE	NO	DR	AFTS	160
	"	DEPART	NO	DR	AFTS	700
3	CEUTA	ARRIVE	25'2"	30'4"	27'8"	160
	"	DEPART	25'9"	31'3"	28'6"	570
4	SUEZ	ARRIVE	26'1"	30'5"	28'3"	320
	"	DEPART	26'1"	30'5"	28'3"	300
5	DJIBOUTI	ARRIVE	25'6"	30'8"	28'1"	120
	"	DEPART	28'6"	29'9"	29' 1 1/2"	750
6	CALCUTTA	ARRIVE	NO	DRAF	TS	275
	"	DEPART				

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FREED - 9' 7"

TONNAGE - 7,643

DEADWEIGHT - 10,650

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

IST" - VOYAGE NO. 8 (VICTORY TYPE) NOVEMBER 5,1963

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
					F.W. PORT
100		390			
80		240			FROM P.R.
230		930	433+	*	
NO	INFO				FROM P.R. & AGENT'S REPORT DEADWEIGHT DOES NOT AGREE WITH DRAFT READINGS
100		670	173+	*	
140		460			
100		400			DEPART TROPICAL ZONE
NO	INFO				TROPICAL ZONE
NO	INFO				
83		358			TROPICAL ZONE

DEADWEIGHT - 10,650 L.T.

CARGO - 10,153 L.T.

NG TONS AVAIL - 497 L.T. FOR F.O., WATER, STORES

861 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

A-52

259a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST" SHEET NO. 5 OF 6

CHKD. BY _____ DATE _____ VOYAGE NO. 9 JOB NO. Y-1200

S. S. "SMITH TOU

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	25'10"	32'4"	29'1"	
	" "	DEPART	25'10"	32'4"	29'1"	22
2	FREEPORT	ARRIVE	NO	DR	AFTS	
	"	DEPART	NO	DR	AFTS	62
3	CEUTA	ARRIVE	25'0"	31'0"	28'0"	7
	"	DEPART	26'0"	31'1"	28' 6 1/2"	52
4	SUEZ	ARRIVE	25'7"	30'11"	28'3"	25
	"	DEPART	25'10"	31'2"	28'6"	25
5	ADEN	ARRIVE	25'8"	31'2"	28'5"	6
	"	DEPART	28'7"	29'8"	29' 1 1/2"	73
6	VISAKHAPATNAM	ARRIVE	28'7"	30'0"	29'3"	30
	"	DEPART	21'11"	22'5"	22'2"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FREED - 9' 7"
TONNAGE - 7,643
DEADWEIGHT - 10,650

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

URIST" - VOYAGE NO. 9 (VICTORY TYPE) FEBRUARY 19, 1963

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						F.W. PORT
4	74		298			FUEL & WATER FROM TELEX
NO	INFO					FROM P.R.
0	160		780	330+	*	
0	75		175			FROM P.R. & AGENT'S REPORT DEADWEIGHT DOES NOT AGREE WITH DRAFT READINGS
5	170		695	245+	*	
0	108		358			FROM P.R. & PORT LOG
0	267		517			DEPART TROPICAL ZONE
5	210		275			FROM P.R. TROPICAL ZONE
0	160		890	76+	*	
0	82		382			TROPICAL ZONE DISCHARGE CARGO

DEADWEIGHT - 10,650 L.T.
CARGO - 10,200 L.T.
NG TONS AVAIL - 450 L.T. FOR F.O., WATER, STORES
814 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

260a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST" SHEET NO. 6 OF 6

BY _____ VOYAGE NO. 10 JOB NO. Y-1266

CHKD. BY _____ DATE _____

S.S. "SMITH TOU

PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	F
1 NEW ORLEANS	LOAD	26'5"	32'3"	29'4"	
" "	DEPART	26'3"	31'11"	29'1"	
2 FREEPORT	ARRIVE	NO	DRA	FTS	
"	DEPART	NO	DRA	FTS	
3 CEUTA	ARRIVE	25'1"	31'3"	28'2"	
"	DEPART	26'1"	31'0"	28' 6 1/2"	
4 SUEZ	ARRIVE	NO	DRA	FTS	
"	DEPART	NO	DRA	FTS	
5 DJIBOUTI	ARRIVE	25'4"	30'6"	27'11"	
"	DEPART	25'9"	31'3"	28'6"	
6 MADRAS	ARRIVE	NO	DRA	FTS	
"	DEPART	24'2"	26'0"	25'1"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
HEAD - 9' 7"
TONNAGE - 7,643
DEADWEIGHT - 10,650

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

RIST" - VOYAGE NO. 10 (VICTORY TYPE) MAY 16, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
UEL	WTR	MISC	TOTL			
						F.W. PORT
136	160		296			FUEL & WATER FROM TELEX
46	161		207			
645	161		806	406+	*	FROM P.R.
100	14		114			
580+	180+		760+	360+	*	"
310	200		510	110+	*	"
310	200		510			DEPART TROPICAL ZONE
130	NO	INFO				FROM P.R. SUMMER ZONE
750	100+		850+	450+	*	
NO	INFO					
NO	INFO					TROPICAL ZONE

DEADWEIGHT - 10,650 L.T.
CARGO - 10,250 L.T.

LONG TONS AVAIL - 400 L.T. FOR F.O., WATER, STORES
764 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

TRIPS AFTER AUGUST 13, 1964

DEFENDANT'S EXHIBIT J
INDEX

(TRIPS AFTER AUGUST 13, 1964)

PAGE	DESCRIPTION
B-1	OVERLOADING SUMMARY
B-2	S.S. "SMITH VICTORY" - VOYAGE NO. 9
B-3	" " " - " " 10
B-4	" " " - " " 10A
B-5	S.S. "ISAAC MANN" - VOYAGE NO. 13/7
B-6	" " " - " " 14/8
B-7	S.S. "JANET QUINN" - VOYAGE NO. 15/4
B-8	S.S. "RUSSELL L" - VOYAGE NO. 15/9
B-9	" " " - " " 16/10
B-10	S.S. "RED RIVER" - VOYAGE NO. 17
B-11	S.S. "SMITH ADVENTURER" - VOYAGE NO. 11
B-12	" " " - " " 12
B-13	" " " - " " 13
B-14	S.S. "SMITH BUILDER" - VOYAGE NO. 12
B-15	" " " - " " 13
B-16	S.S. "SMITH CAPER" - VOYAGE NO. 14
B-17	S.S. "SMITH CONQUEROR" - VOYAGE NO. 9
B-18	S.S. "SMITH DEFENDER" - VOYAGE NO. 8
B-19	" " " - " " 9
B-20	S.S. "SMITH EXPLORER" - VOYAGE NO. 12
B-21	" " " - " " 13
B-22	S.S. "SMITH PILOT" - VOYAGE NO. 8
B-23	" " " - " " 9
B-24	" " " - " " 10
B-25	S.S. "SMITH TOURIST" - VOYAGE NO. 11
B-26	" " " - " " 12
B-27	" " " - " " 13

DEFENDANT'S EXHIBIT J

BY ..... DATE 11/20/72 SUBJECT ..... SHEET NO. 1 OF 1

CHKD. BY ..... DATE ..... JOB NO. Y1200

OVERLOADING SUMMARY (AFTER AUG. 13, 1964)

ITEM	VESSEL	TRIP	START'G DATE	TONS OVLD.			REMARKS INVESTIGATED	REMARKS OVERLOADED
1	SMITH VICTORY	9	12/16/64	596			3	1
2	ISAAC MANN	13/7	9/20/64	78			2	2
3		14/8	3/22/65	26				
4	JANET QUINN	15/4	12/7/64	96			1	1
5	RUSSELL L	15/9	11/21/64	620			2	2
6		16/10	4/30/65	100				
7	RED RIVER	-	-	-			1	0
8	SMITH ADVENTURER	11	10/27/64	253			3	1
9	SMITH BUILDER	13	6/25/65	96			2	1
10	SMITH CAPER	14	1/5/65	158			1	1
11	SMITH CONQUEROR	9	12/16/64	635			1	1
12	SMITH DEFENDER	8	9/18/64	331				
13		9	3/27/65	72			2	2
14	SMITH EXPLORER	12	9/14/64	565			2	2
15		13	12/22/64	94				
16	SMITH PILOT	8	9/24/64	143			3	2
17		9	11/18/64	230				
18	SMITH TOURIST	11	8/22/64	436			3	3
19		12	11/21/64	468				
20		13	3/23/65	32				

TOTALS INVESTIGATED	TOTALS OVERLOADED
26	19

264a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH VICTORY VOYAGE NO. 9

BY CHKD. BY DATE

SHEET NO. 1 OF 3

JOB NO. Y-1200

S.S. SMITH VI

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	PORT ARTHER	ARRIVE	7'8"	15'6"	11'7"	26
	PORT ARTHER	LOADED DEPART	27'5"	29'7"	28'6"	26
2	FREEPORT	ARRIVE	26'10"	28'10"	27'10"	18
	"	DEPART	27'10"	29'2"	28'6"	71
3	CEUTA	ARRIVE	26'4"	28'0"	27'2"	10
	"	DEPART	27'3"	28'7"	27'11"	63
4	PORT SAID	ARRIVE	26'8"	31'0"	28'10"	36
	"	DEPART	26'8"	30'8"	28'8"	36
5	DJIBOUTI	ARRIVE	27'7"	29'10"	28'2½"	15
	"	DEPART	26'10"	31'6"	29'2"	62
6	VISAGAPATNAM	ARRIVE	27'6"	29'6½"	28'6½"	16
7	CALCUTTA	THEN	RETURN		U.S.A.	"I

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FREID - 9' 7"

TONNAGE - 7,646

DEADWEIGHT - 10,699

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

ICTORY - VOYAGE NO. 9 (VICTORY TYPE) DECEMBER 16, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
0	175		435			P.L. & N.C.B. & E.P.R. FROM N.C.B. @ 7½ F.W. ALLOW: MEAN S.W. DRAFT IS RECORDED AS 28'11 3/4"
7	163		430			
0	81.4		261			P.R.
0	385.4		1095	596+	*	
7	62		169			P.R.
4	228		862	363+	*	QUESTION DRAFTS?
7	175		542	43+	*	P.R. QUESTION DRAFTS?
7	175		542			DEPART TROPICAL
7	122		279			P.R.
3	184		807			TROPICAL
7	104		271			TROPICAL - PARTIAL UNLOADING. NOTE: DRAFT PER TOTAL VARIABLES
IGHT"						

B-2

DEADWEIGHT - 10,699 L.T.

CARGO - 10,200 L.T.

ONG TONS AVAIL - 499 L.T. FOR F.O., WATER, STORES

863 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

S.S. "SMITH VICTORY" SHEET NO. 2 OF 3

VOYAGE NO. 10 JOB NO. Y-1269

BALTIMORE - CALCUTTA

DATE 11/20/72 SUBJECT

BY DATE

CHKD. BY DATE

S.S. "SMITH

	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	BALTIMORE	LT.	7'3"	14'9"	11'0"	219
	"	LOADED DEPART	26'6"	31'2"	28'10"	428
2	PONTE DELGADO	ARRIVE	25'4"	30'0"	27'8"	85
	"	DEPART	26'5"	30'0"	28'5"	440
3	AUGUSTA	ARRIVE	25'6"	30'0"	27'9"	138
	"	DEPART	27'0"	30'0"	28'6"	478
4	SUEZ	ARRIVE	26'5"	29'11	28'2"	335
	"	DEPART	27'0"	30'0"	28'6"	312
5	DJIBOUTI	ARRIVE	26'3"	29'11	28'1"	118
	"	DEPART	27'5"	30'5"	28'11"	642
6	VISAGHAPTNAM	ARRIVE	26'0"	30'2"	28'1"	187
	"	DEPART	24'5"	23'0"	23'6½"	392
7						
		PART DISCHARGE - COMPLETE DISC				
8						
		CONTINUED VOYAGES IN A LIGHT C				

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,646

DLAT.WEIGHT - 10,669

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

VICTORY" - VOYAGE NO. 10 (VICTORY TYPE) MARCH 18, 1965

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
124		343			FROM TELEGRAMS & A.D.L.
140		568			
		85+			A.D.L.
147		587			
70		208			A.D.L.
295		773			
255		590			A.D.L.
505		817			DEPART TROPICAL ZONE
		118+			A.D.L.
330		973			TROPICAL ZONE
		187+			
310		702			
HARGE CALCUTTA					
ONDITION					

DEADWEIGHT - 10,669 L.T.

CARGO - 9,712.79 L.T.

ONG TONS AVAIL - 957 L.T. FOR F.O. WATER, STORES
1,321 L.T. (TROPICAL) ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

B-3

DEFENDANT'S EXHIBIT J

DATE 12/20/72 SUBJECT S.S. SMITH VICTORY SHEET NO. 3 OF 3

VOYAGE NO. 10A JOB NO. Y-1200

BY DATE CASABLANCA/BREMERHAVEN

CHKD. BY DATE

S.S. SMITH VICTORY - VO

PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1					

VESSEL PARTICULARS

DRAFT - 28'6-3/4"

FEMD - 9'7"

TONNAGE - 7646

DEADWEIGHT - 10,669

LO

B.O.L. - BILL OF LADING
.P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

YAGE NO. 10A (VICTORY TYPE) JUNE 25, 1965

ARIABLES (TONS) WITH	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
					CARGO NOT LOADED FOR ACCOUNT OF E. J. SMITH CO.

B-4

DEADWEIGHT -
CARGO - _____
ONG TONS AVAIL - FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

267a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. ISAAC MANN SHEET NO. 1 OF 2

BY VOYAGE NO. 13/7 JOB NO. Y-1200

CHKD. BY DATE

S.S. ISAAC MA

LINE NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	HOUSTON	LOAD	28'2"	28'4"	28'3"	
	"	DEPART	NO	DRAFTS		18
2	FREEPORT	ARRIVE	NO	DRAFTS		6
	"	DEPART	NO	DRAFTS		82
3	AUGUSTA	ARRIVE	NO	DRAFTS		12
	"	DEPART	NO	DRAFTS		44
4	SUEZ	ARRIVE	NO	DRAFTS		32
	"	DEPART	NO	DRAFTS		30
5	DJIBOUTI	ARRIVE	NO	DRAFTS		5
	"	DEPART	NO	DRAFTS		62
	HALDIA	ARRIVE	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FRBD - 9' 8 3/4"

TONNAGE - 7,240

DEADWEIGHT - 11,000

L

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ANN - VOYAGE NO. 13/7 (LIBERTY SHIP) SEPTEMBER 20, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						FWA - 7"
80	300		480			
67	NO	INFO	67+			FUEL FROM TELEX
20	NO	INFO	820+	78+	*	OVERLOAD W/O INCL. UNKNOWN WATER QUANTITY
20	NO	INFO	120+			FUEL FROM AGENT'S REPORT
65	NO	INFO	445+			
20	2[illegible]		553			FUEL & WATER FROM P.L.
00	40[illegible]		700			DEPART TROPICAL ZONE
56	NO	INFO	56+			TROPICAL ZONE
20	NO	INFO	620+			
						DISCH. 2405 L.T.

B-5

DEADWEIGHT - 11,000 L.T.

CARGO - 10,258 L.T.

ONG TONS AVAIL - 742 L.T. FOR F.O., WATER, STORES

1,106 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

268a

DEFENDANT'S EXHIBIT J

S.S. ISAAC MANN — SHEET NO. 2 OF 2

VOYAGE NO. 14/8 — JOB NO. Y-1230

DATE 11/20/72 — SUBJECT

BY — DATE

CHKD. BY — DATE

S.S. ISAAC MAN

LINE NO.	PORT	VESSEL COND'N	DRAFTS FWD.	DRAFTS AFT.	DRAFTS MEAN	FUE
1	HOUSTON	LOAD	27'1"	27'9"	27'11"	
	"	DEPART	NO	DRAFTS		27(
2	FREEPORT	ARRIVE	NO	DRAFTS		14(
	"	DEPART	NO	DRAFTS		63(
3	CEUTA	ARRIVE	NO	DRAFTS		10(
	"	DEPART	NO	DRAFTS		76(
4	SUEZ	ARRIVE	NO	DRAFTS		47(
	"	DEPART	NO	DRAFTS		46
5	DJIBOUTI	ARRIVE	NO	DRAFTS		75

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FRLD - 9' 8 3/4"

TONNAGE - 7,240

DEADWEIGHT - 11,000

LO

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

GN - VOYAGE NO. 14/8 (LIBERTY SHIP) MARCH 22, 1965

VARIABLES (TONS)						REMARKS
L	WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	
						F.W.A. - 5"
0	200		470			
0	NO	INFO				FUEL FROM TELEX
0	NO	INFO	630+			
0	NO	INFO				FUEL FROM AGENT'S REPORT WATER FROM PORT SAID ARRIVAL P.L.
0	166+		926+	26+	*	
0	166+		686+			FUEL & WATER FROM P.L.
5	340		805			DEPART TROPICAL ZONE
0	NO	INFO	750+			TROPICAL ZONE

DEADWEIGHT - 11,000 L.T.

CARGO - 10,100 L.T.

ONG TONS AVAIL - 900 L.T. FOR F.O., WATER, STORES

1,264 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

B-6

269a

DEFENDANT'S EXHIBIT J

S.S. JANET QUINN

DATE 11/20/72 SUBJECT VOYAGE NO. 15/4

BY DATE CHKD. BY

SHEET NO. 1 OF 1

JOB NO. Y-1200

S.S. JANET

LEG NO.	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS	LOAD	27'5"	29'9"	28'7"	
	"	DEPART	NO	DRAFTS		
2	FREEPORT	ARRIVE	NO	DRAFTS		6
	"	DEPART	NO	DRAFTS		69
3	CEUTA	ARRIVE	NO	DRAFTS		9
	"	DEPART	NO	DRAFTS		54
4	SUEZ	ARRIVE	NO	DRAFTS		28
	"	DEPART	NO	DRAFTS		26
5	DJIBOUTI	ARRIVE	NO	DRAFTS		9
	"	DEPART	NO	DRAFTS		67
6	HALDIA	ARRIVE	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FRE[illegible] - 9' 8 3/4"

TONNAGE - 7,233

DEADWEIGHT - 10,844

LO

L.O.L. - [illegible]

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

QUINN - VOYAGE NO. 15/4 (LIBERTY SHIP) DECEMBER 7, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
					*	DRAFTS FROM N.C.B. F.W. PORT
NO	INFO					OVERLOAD BY DRAFT
3	NO	INFO				FUEL FROM TELEX
0	NO	INFO	690+	96+	*	OVERLOAD W/O INCL. UNKNOWN QTY. OF WATER
0	NO	INFO				FUEL & WATER FROM AGENT'S REPORT
0	75+		615+	21+	*	
0	65		345			FUEL AND WATER FROM P.L.
0	342		602			DEPART TROPICAL ZONE
6	NO	INFO				FUEL FROM AGENT'S REPORT
0	NO	INFO	670+			TROPICAL ZONE
						DISCH. 4162 L.T.

DEADWEIGHT - 10,844 L.T.
CARGO - 10,250 L.T.

NG TONS AVAIL - 594 L.T. FOR F.O., WATER, STORES
958 L.T. (TROPICAL ZONES)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

270a

DEFENDANT'S EXHIBIT J

S.S. RUSSELL L — SHEET NO. 1 OF 2

DATE 11/20/72 SUBJECT — VOYAGE NO. 15/9 — JOB NO. Y-R.C.O

BY ____ DATE ____

CHKD. BY ____ DATE ____

S.S. RUSSEL

ITEM NO.	PORT	VESSEL CONDITION	DRAFTS FWD.	AFT.	MEAN	FU
1	BEAUMONT	LOAD	27'2"	29'2"	28'2"	
	"	DEPART	NO	DRAFTS		2
2	FREEPORT	ARRIVE	NO	DRAFTS		
	"	DEPART	27'6"	28'2"	27'10"	8
3	AUGUSTA	ARRIVE	NO	DRAFTS		1
	"	DEPART	NO	DRAFTS		5
4	SUEZ	ARRIVE	NO	DRAFTS		4
	"	DEPART	NO	DRAFTS		4
5	DJIBOUTI	ARRIVE	NO	DRAFTS		2
	"	DEPART	NO	DRAFTS		5
6	MADRAS	ARRIVE	NO	DRAFTS		1

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FWD - 9' 8 3/4"

TONNAGE - 7,263

DEADWEIGHT - 10,850

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

L L - VOYAGE NO. 15/9 (LIBERTY SHIP) NOVEMBER 21, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
UEL	WTR	MISC	TOTL			
						FWA - 7 1/4" FUEL & WATER FROM P.R.
270	300		570			
90	250		340			"
370	350		1220	620+	*	
120	45		165			
550	345		895	295+	*	"
420	290		710	110+	*	"
420	380		800			DEPART TROPICAL ZONE
230	295		525			TROPICAL ZONE
525	295		820			
170	115		285			

DEADWEIGHT - 10,850 L.T.
CARGO - 10,250 L.T.

LONG TONS AVAIL - 600 L.T. FOR F.O., WATER, STORES
964 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

B-8

271a

DEFENDANT'S EXHIBIT J

S.S. RUSSELL L SHEET NO. 2 OF 2

DATE 11/20/72 SUBJECT VOYAGE NO. 16/10 JOB NO. Y-12 C C

BY CHKD. BY DATE

S.S. RUSSELL L

ITEM NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	GALVESTON	LOAD	25'10"	29'10"	27'10"	
	"	DEPART	NO	DRAFTS		200
2	FREEPORT	ARRIVE	NO	DRAFTS		210
	"	DEPART	NO	DRAFTS		600
3	CEUTA	ARRIVE	NO	DRAFTS		32
	"	DEPART	NO	DRAFTS		610
4	SUEZ	ARRIVE	NO	DRAFTS		300
	"	DEPART	NO	DRAFTS		270
5	DJIBOUTI	ARRIVE	NO	DRAFTS		75
	"	DEPART	NO	DRAFTS		640
6	MADRAS	ARRIVE	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

HEAD - 9' 8 3/4"

TONNAGE - 7,263

DEADWEIGHT - 10,850

LO

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

- VOYAGE NO. 16/10 (LIBERTY SHIP) APRIL 30, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
	WTR	MISC	TOTL			
						FWA - 4"
	250		450			
	250		460			FUEL FROM TELEX & A.D.L. WATER FROM A.D.L.
	200		800	50+	*	
	NO	INFO				FUEL & WATER FROM A.D.L. & AGENT'S REPORT
	240+		850+	100+	*	
	200		500			FUEL & WATER FROM P.L. & A.D.L. TROPICAL ZONE
	390		660			
	NO	INFO				SUMMER ZONE
	100+		740+			
						DISCH. 2732 L.T.

DEADWEIGHT - 10,850 L.T.
CARGO - 10,100 L.T.

NG TONS AVAIL - 750 L.T. FOR F.O., WATER, STORES
1,114 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

272a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. RED RIVER VOYAGE NO. 17 NEW ORLEANS - NAVLAKHI

SHEET NO. 1 OF 1

JOB NO. Y-12 C C

BY

CHKD. BY DATE

S.S. RED RI

ITEM NO.	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS		5'0"	13'0"	8'0"	105
	"	LOADED DEPART	28'1"	28'3"	28'2"	70
2	FREEPORT	ARRIVE	NO	INFO		
	"	DEPART	NO	INFO		644
3	CEUTA	ARRIVE	NO	INFO		7
	"	DEPART	NO	INFO		440
4	SUEZ	ARRIVE	NO	INFO		270
	"	DEPART	NO	INFO		25
5	DJIBOUTI	ARRIVE	NO	INFO		
	"	DEPART	NO	INFO		80
		UNLOADED IN "NAVLAKHI",				RETU

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"

FWD - 9' 8 3/4"

TONNAGE - 7,260

DEADWEIGHT - 10,850

LO

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

VER - VOYAGE NO. 17 (LIBERTY SHIP) SEPTEMBER 7, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
5	510		615			N.C.B.
0	*410		480			* ESTIMATED
NO	INFO					INFO FROM TELEGRAMS
4	*380		1024			
7						TELEGRAMS & P.L.
0	260		800			
0	150					
5	140		395			
NO	INFO					
0	440		1240			TROPICAL
RNED TO U.S.A. IN BALLAST						
						NO OVERLOAD

DEADWEIGHT - 10,850 L.T.
CARGO - 9,769 L.T.

ONG TONS AVAIL - 1,081 L.T. FOR F.O., WATER, STORES
1,445 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

B-10

273a

DEFENDANT'S EXHIBIT J

S.S. SMITH ADVENTURER — SHEET NO. 1 OF 3

SUBJECT — VOYAGE NO. 11 — JOB NO. Y-12,000

BY — DATE 11/20/72

CHKD. BY — DATE

S.S. SMITH AD

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1	HOUSTON	LOAD	28'10"	29'6"	29'2"	255
	"	DEPART	NO	DRAFTS		
2	FREEPORT	ARRIVE	NO	DRAFTS		
	"	DEPART	NO	DRAFTS		500
3	CEUTA	ARRIVE	NO	DRAFTS		200
	"	DEPART	NO	DRAFTS		620
4	SUEZ	ARRIVE	NO	DRAFTS		328
	"	DEPART	NO	DRAFTS		310
5	DJIBOUTI	ARRIVE	NO	DRAFTS		130
	"	DEPART	NO	DRAFTS		510

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

VENTURER - VOYAGE NO. 11 (VICTORY TYPE) OCTOBER 27, 1964

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
173		428			FWA - 7"
INFO					
100+		600+	144+	*	ESTIMATED
94+					FUEL & WATER FROM AGENT'S REPORT
94+		714+	258+	*	
94		422			FUEL & WATER FROM P.L.
174		484			DEPART TROPICAL ZONE
NO	INFO				FUEL FROM AGENT'S REPORT TROPICAL ZONE
NO	INFO	510+			

B-11

DEADWEIGHT - 10,658 L.T.
CARGO - 10,202 L.T.

UG TONS AVAIL - 456 L.T. FOR F.O., WATER, STORES
820 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

274a

DEFENDANT'S EXHIBIT J

S.S. SMITH ADVENTURER SHEET NO. 2 OF 3

VOYAGE NO. 12 JOB NO. Y-1[illegible]

DATE 11/20/72 SUBJECT

BY DATE

CHKD. BY DATE

S.S. SM

LTR	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUR
1	GALVESTON	LOAD	28'6"	29'2"	28'10"	
	"	DEPART	28'6"	29'2"	28'10"	3
2	SAN JUAN	ARRIVE	26'10"	29'6½"	28'2½"	
	"	DEPART	28'6"	29'10"	29'2"	5
3	LAS PALMAS	ARRIVE	27'0"	29'2"	28'1"	1
	"	DEPART	28'0"	29'2"	28'7"	3
4	AUGUSTA	ARRIVE	NO	DRAFTS		10
	"	DEPART	NO	DRAFTS		15
5	SUEZ	ARRIVE	NO	DRAFTS		11
	"	DEPART	NO	DRAFTS		27
6	DJIBOUTI	ARRIVE	NO	DRAFTS		7
	"	DEPART	NO	DRAFTS		70
7	HALDIA	ARRIVE	NO	DRAFTS		

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRE[illegible] - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

L[illegible]

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

ITH ADVENTURER - VOYAGE NO. 12 (VICTORY TYPE) JANUARY 7, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL.	WTR	MISC	TOTL			
						FWA - 3"
60	145		505			
NO	INFO					FUEL FROM A.D.L. TROPICAL ZONE
30	NO	INFO	530+			
30	50		180			FUEL & WATER FROM AGENT'S REPORT SUMMER ZONE
70	187		557			
0	NO	INFO				FUEL FROM AGENT'S REPORT
0	NO	INFO				
0	40		150			FUEL & WATER FROM P.L.
0	225		495			DEPART TROPICAL ZONE
5	NO	INFO				
0	NO	INFO	700+			TROPICAL ZONE
						DISCH 4317 L.T.

DEADWEIGHT - 10,658 L.T.

CARGO - 10,000 L.T.

ONG TONS AVAIL - 658 L.T. FOR F.O., WATER, STORES

1,022 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH ADVENTURER SHEET NO. 3 OF 3

BY VOYAGE NO. 13 JOB NO. Y-1200

CHKD. BY DATE

S.S. SMIT

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	HOUSTON	LOAD	27'7"	30'3"	28'5"	
	"	DEPART	27'9"	30'7"	29'2"	300
2	FREEPORT	ARRIVE	26'6"	29'0"	27'9"	
	"	DEPART	27'0"	30'0"	28'6"	400
3	AZORES	ARRIVE	26'4"	29'8"	28'0"	
	"	DEPART	27'2"	30'0"	28'7"	
4	AUGUSTA	ARRIVE	26'2"	29'6"	27'10"	
	"	DEPART	27'4"	29'8"	28'6"	
5	SUEZ	ARRIVE	26'11"	29'11"	28'5"	300
	"	DEPART	26'11"	28'11"	28'5"	285
6	DJIBOUTI	ARRIVE	26'3"	28'11"	28'1"	90
	"	DEPART	27'3"	30'1"	29'1"	550

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRE D - 9' 7"

TONNAGE - 7,606

DEADWEIGHT - 10,658

LO

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

H ADVENTURER - VOYAGE NO. 13 (VICTORY TYPE) APRIL 21, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
						F.W.A. - 6"
	NO	INFO				
NO	INFO					FROM A.D.L.
+	50+		450+			
NO	INFO					"
NO	INFO					
NO	INFO					"
NO	INFO					
)	44		344			FUEL & WATER FROM P.L.
5	224		509			DEPART TROPICAL ZONE
)	NO	INFO				TROPICAL ZONE
)	100+		650+			

B-13

DEADWEIGHT - 10,658 L.T.

CARGO - 10,000 L.T.

ONG TONS AVAIL - 658 L.T. FOR F.O., WATER, STORES

1,022 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

276a

DEFENDANT'S EXHIBIT J

S.S. SMITH BUILDER — SHEET NO. 1 OF 2

VOYAGE NO. 12 — JOB NO. Y-1200

DATE 11/20/72 SUBJECT

BY _____ DATE _____

CHKD. BY _____ DATE _____

S.S. SMITH BU

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	F
1	HOUSTON	LOAD	26'4"	31'8½"	29'1"	
	"	DEPART	NO	DRAFTS		3
2	SAN JUAN	ARRIVE	24'6"	30'6"	27'6"	
	"	DEPART	27'4½"	30'2½"	28'9½"	5
3	LAS PALMAS	ARRIVE	24'9½"	30'0"	27'9½"	1
	"	DEPART	27'1"	30'0"	28'6½"	3
4	AUGUSTA	ARRIVE	25'1"	30'3"	27'8"	1
	"	DEPART	28'0"	28'5 3/4"	?	5
5	SUEZ	ARRIVE	27'0"	29'7"	28'3½"	3
	"	DEPART	26'11"	29'6"	28'2½"	3
6	DJIBOUTI	ARRIVE	26'0"	30'0"	28'0"	
	"	DEPART	28'9"	29'3½"	29'1"	
7	VIZAGHPATNAM	ARRIVE	26'10"	30'0"	28'5"	
	"	DEPART	22'5"	22'5"	22'5"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FWD - 9' 7"

TONNAGE - 7,645

DEADWEIGHT - 10,753

B.O.L. - BILL OF LADING

P.R. PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

ILDER - VOYAGE NO. 12 (VICTORY TYPE) MARCH 10, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						FWA - 7"
40	148		488			
93	34		127			FROM P.R. & A.D.L. TROPICAL ZONE
80	238		818			
40	31		171			FROM P.R. & A.D.L. SUMMER ZONE
80	263		643			
28	119		247			FROM P.R. & A.D.L.
00	215		715			
70	176		546			
50	285		635			TROPICAL ZONE
65	210		375			TROPICAL ZONE
715	304		1019			
NO	INFO					
NO	INFO					

B-14

DEADWEIGHT - 10,753 L.T.

CARGO - 10,025 L.T.

LONG TONS AVAIL - 728 L.T. FOR F.O., WATER, STORES

1,092 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

277a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. SMITH BUILDER SHEET NO. 2 OF 2

CHKD. BY _____ DATE _____ VOYAGE NO. 13 JOB NO. Y-1260

S.S. SMITH BUILDE

PORT LIST	PORT	VESSEL COND'N	DRAFTS FWD.	DRAFTS AFT.	DRAFTS MEAN	FUEL
1	HOUSTON	LOAD	27'10"	30'8"	29'3"	
	"	DEPART	27'6"	30'2"	28'10"	250
2	FREEPORT	ARRIVE	26'6"	28'11"	27'8½"	120
	"	DEPART	27'0"	30'1"	28'6½"	540
3	PONTA DELGADA	ARRIVE	NO DRAFTS			110
	"	DEPART	NO DRAFTS			470
4	AUGUSTA	ARRIVE	26'10"	29'6"	27'10"	200
	"	DEPART	27'7"	29'6"	28'6½"	580
5	SUEZ	ARRIVE	27'0"	29'4"	28'2½"	450
	"	DEPART	27'0"	29'3"	28'1½"	420
6	DJIBOUTI	ARRIVE	NO DRAFTS			210
	"	DEPART	NO DRAFTS			700
7	KANDIA, INDIA	ARRIVE	27'0"	29'6"	28'3"	380
	"	DEPART	7'5"	16'11"	12'2"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,645
DEADWEIGHT - 10,753

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

R - VOYAGE NO. 13 (VICTORY TYPE) JUNE 25, 1965

VARIABLES (TONS) WTR'	MISC'	TOT'L	OVLD (TONS)	VIOLATE	REMARKS
					F.W.A. - 6½"
150		400			
115		235			FROM P.R. & A.D.L.
218		758	49+	*	
NO	INFO				"
270		740+	31+	*	
165		365			FROM P.R., A.D.L. AND AGENT'S REPORT
225		805	96+	*	
176		626			FROM P.R., A.D.L. & P.L.
204		624			DEPART TROPICAL ZONE
NO	INFO				SUMMER ZONE
70		770	61+	*	
210		590			
NO	INFO				

B-15

DEADWEIGHT - 10,753 L.T.
CARGO - 10,044 L.T.
NG TONS AVAIL - 709 L.T. FOR F.O., WATER, STORES

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY O[illegible]EL.

278a

DEFENDANT'S EXHIBIT J

BY _____ DATE 11/20/72 SUBJECT S.S. SMITH CAPER SHEET NO. 1 OF 1

CHKD. BY _____ DATE _____ VOYAGE NO. 14 JOB NO. Y-1200

S.S. SMITH

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUR
1	HOUSTON	LT. LOADED DEPART	9'3"	14'15"	11'10"	30
	"		28'10"	30'0"	29'5"	26
2	FREEPORT	ARRIVE	NO DRAFTS			8
	"	DEPART	27'6"	29'7"	28'6½"	68
3	LAS PALMAS	ARRIVE	28'3"	27'3"	27'9"	14
	"	DEPART	27'0"	29'4"	28'2"	43
4	AUGUSTA	ARRIVE	26'5"	27'5"	26'11"	28
	"	DEPART	27'0"	28'11"	27'11½"	54
5	SUEZ	ARRIVE	NO DRAFTS			37
	"	DEPART	NO DRAFTS			39
6	DJIBOUTI	ARRIVE	27'3"	28'9"	28'0"	21
	"	DEPART	27'3"	31'1"	29'3"	77
7	COCHIN	ARRIVE	28'5"	29'11"	28'11"	43
			(UNLOADED RETURNED IN			

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FREE[illegible] 9' 7"

TONNAGE - 7,628

DEADWEIGHT - 10,658

LO

B.C.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

CAPER - VOYAGE NO. 14 (VICTORY TYPE) JANUARY 5, 1965

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
8	200		508			"A.D.L."
6	190		4.[illegible]			DRAFTS FROM "P.L."
						QUESTION DRAFT
2	NO	INFO				FUEL FROM TELEX AND A.D.L.
2	250+		932+	158+	*	WATER FROM A.D.L.
0	98					"A.D.L."
5	325		760			LAS PALMAS "TIME SHEET"
						PART TROPICAL
7	NO	INFO	287+			FUEL FROM AGENT'S REPORT
0	NO	INFO	540+			
3	90		463			FUEL & WATER FROM P.L.
7	385		782			DEPART TROPICAL ZONE
5	NO	INFO				
8	NO	INFO	778+			TROPICAL ZONE
3	NO	INFO				DECK LOG SHOWS A
						MEAN OF 29' 3"
BALLAST)						

DEADWEIGHT - 10,658 L.T.

CARGO - 9,884 L.T.

NG TONS AVAIL - 774 L.T. FOR F.O., WATER, STORES

1,138 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

B-16

279a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH CONQUERER VOYAGE NO. 9 SHEET NO. 1 OF 1

BY _____ DATE _____ CHKD. BY _____ DATE _____ JOB NO. Y-12.00

S.S. SMITH CONQU

LINE NO.	PORT	VESSEL CONDN.	DRAFTS FWD.	DRAFTS AFT.	DRAFTS MEAN	FUEL
1	PASCAGOULA	LT.	5'3"	10'7"	7'11"	23
	"	LOADED DEPART	26'8"	29'10"	28'3"	150
2	FREEPORT	ARRIVE	NO	DRAFTS		NO
	"	DEPART	NO	DRAFTS		738
3	CEUTA	ARRIVE	NO	DRAFTS		150
	"	DEPART	NO	DRAFTS		624
4	PORT SAID	ARRIVE	NO	DRAFTS		325
	"	DEPART	NO	DRAFTS		308
5	DJIBOUTI	ARRIVE	NO	DRAFTS		105
	"	DEPART	NO	DRAFTS		526
6	MADRAS	ARRIVE	NO	DRAFTS		250
	"	DEPART				
		(PARTIAL UNLOADING MADRAS -				

VESSEL PARTICULARS

DRAFT - 27' 8 7/8"
FRBD - 9' 8 3/4"
TONNAGE - 7,216
DEADWEIGHT - 10,500

LOM

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

ERER - VOYAGE NO. 9 (LIBERTY SHIP) DECEMBER 16, 1964

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
300		323			NCB USES 3½ FWA
256		406	156+	*	SW MEAN 27'11½"
INFO					
NO	INFO	738	488+	*	FUEL FROM TELEX
					FUEL & WATER FROM AGENT'S REPORT
261+		885	635+	*	
66		391	141+	*	FUEL & WATER FROM P.L.
44		352			DEPART TROPICAL
NO	INFO	105+			FUEL FROM AGENT'S REPORT
NO	INFO	526+			TROPICAL
NO	INFO	250+			TROPICAL
FINAL UNLOADING CALCUTTA)					

B-17

DEADWEIGHT - 10,500 L.T.
CARGO - 10,250 L.T.

LG TONS AVAIL - 250 L.T. FOR F.O., WATER, STORES
614 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

S.S. SMITH DEFENDER — SHEET NO. 1 OF 2

DATE 11/20/72 SUBJECT — VOYAGE NO. 8 — JOB NO. Y-1200

BY _____ DATE _____ CHKD. BY _____ DATE _____ BATON ROUGE - CALCUTTA

S.S. SMITH DEFENDE

LTR	PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUEL
1	BATON ROUGE	ARRIVE	8'3"	14'9"	11'6"	355
	"	LOADED DEPART	28'0"	30'7"	29'3½"	
2	FREEPORT	ARRIVE	NO DRAFTS			
	"	DEPART	27'5"	29'9"	28'7"	623
3	CEUTA	ARRIVE	27'5"	28'7"	28'0"	120
	"	DEPART	28'0"	29'2"	28'7"	568
4	PORT SAID	ARRIVE	27'11"	29'3"	28'7"	354
	"	DEPART	27'11"	29'3"	28'7"	354
5	SUEZ	ARRIVE	27'11"	29'3"	28'7"	340
	"	DEPART	27'11"	29'3"	28'7"	332
6	DJIBOUTI	ARRIVE	27'0"	28'4"	27'8"	149
	"	DEPART	27'6"	29'8"	28'7"	663
7	VIZAKHAPATNAM	ARRIVE	27'10"	29'4"	28'7"	
		PARTIAL UNLOADING - FINAL UN				
		RETURN TO THE U.S.A.				

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"
FRBD - 9' 7"
TONNAGE - 7,501
DEADWEIGHT - 10,725

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

R - VOYAGE NO. 8 (VICTORY TYPE) SEPTEMBER 18, 1964

ARIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
344		699			BY TELEGRAMS
					S.W. MEAN 28' 8½"
					TELEX - FUEL
NO	INFO	623	130+	*	
115**		235			FROM A.D.L. & AGENT'S REPORT
256		824	331+	*	**ESTIMATED
160		514	21+		
160		514			DEPART TROPICAL
140		480			FROM P.L.
140		472			DEPART TROPICAL
85**		234			**ESTIMATED
205		868	11+	*	TROPICAL
LCADING CALCUTTA		THEN			

DEADWEIGHT - 10,725 L.T.
CARGO - 10,232 L.T.
NG TONS AVAIL - 493 L.T. FOR F.O., WATER, STORES
857 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

281a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH DEFENDER VOYAGE NO. 9 HOUSTON - CALCUTTA

SHEET NO. 2 OF 2

JOB NO. Y-1200

BY _____ DATE _____

CHKD BY _____ DATE _____

S.S

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FR
1	HOUSTON	ARRIVE	9'0"	13'8"	11'4"	2
	"	LOADED DEPART	26'6"	31'3"	28'10½"	2
2	TAMPA	ARRIVE	26'0"	30'6"	28'3"	1
	"	DEPART	26'5"	30'5"	28'5"	1
3	FREEPORT	ARRIVE	25'11"	29'11"	27'11"	
	"	DEPART	27'3"	29'10"	28'6½"	4
4	PT. DELGADA	ARRIVE	25'5"	30'1"	27'9"	1
	"	DEPART	26'5"	30'2"	28'3"	3
5	AUGUSTA	ARRIVE	25'5"	30'0"	27'8½"	1
	"	DEPART	27'1"	30'0"	28'8½"	5
6	SUEZ	ARRIVE	26'3"	29'10"	28' ½"	3
	"	DEPART	26'11"	29'10"	28'4½"	3
7	DJIBUTI	ARRIVE	26'3"	30'1"	28'2"	1
	"	DEPART	28'0"	30'1"	29' ½"	6
8	MADRAS	ARRIVE				
			PARTIAL UNLOADING &			

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRE[illegible] " 9' 7"

TONNAGE - 7,561

DEADWEIGHT - 10,725

L

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - [illegible] DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

. SMITH DEFENDER - VOYAGE NO. 9 (VICTORY TYPE) MARCH 27, 1965

VARIABLES (TONS)						
FUEL	WATER	MISC	TOTAL	OVLD (TONS)	VIOLATE	REMARKS
28	210		438			P.L. A.D.L.
22	215		437			
47	160					FUEL & WATER FROM TAMPA P.L.
26	295					
76**	280 **					**ESTIMATED FUEL FROM A.D.L.
54	280**		734	9+	*	
08	160**					A.D.L.
43	250		593			**ESTIMATED
12	175**		287			FUEL FROM AGENT'S REPORT WATER FROM A.D.L. PLUS EST. AMOUNT ON ARRIVAL
552	245		797	72+	*	
377	40		417			
368	208		576			DEPART TROPICAL
195	168**		363			**ESTIMATED
501	288		889			TROPICAL
COMPLETE UNLOADING			CALCUTTA RETURN IN BALLAST			

DEADWEIGHT - 10,725 L.T.
CARGO - 10,000 L.T.

LONG TONS AVAIL - 725 L.T. FOR F.O., WATER, STORES
1,099 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

282a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH EXPLORER VOYAGE NO. 12

SHEET NO. 1 OF 2

JOB NO. Y-1280

BY

CHKD. BY DATE

S.S. SMITH

LINE	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FU
1	NEW ORLEANS	LOAD	26'8"	31'9"	29'2½"	
	"	DEPART	26'8"	31'9"	29'2½"	
2	FREEPORT	ARRIVE	23'3"	28'9"	28' ½"	
	"	DEPART	26'0"	30'1"	28'6"	7
3	CEUTA	ARRIVE	25'8"	30'0"	27'10"	1
	"	DEPART	27'7"	29'5"	28'6"	6
4	SUEZ	ARRIVE	27'2"	29'10"	28'6"	4
	"	DEPART	27'1"	29'9"	28'5"	3
5	DJIBOUTI	ARRIVE	26'8"	29'10"	28'3"	2
	"	DEPART	28'6"	29'0"	28'9"	6
6	VISAKHAPTNAM	ARRIVE	27'2"	29'10"	28'6"	2
	"	DEPART	22'0"	22'0"	22'0"	6
7	CALCUTTA	ARRIVE	21'11"	21'8"	21'8"	
	"	DEPART	8'0"	16'8"	12'4"	

VESSEL PARTICULARS

DRAFT - 28' 6 3/4"

FRBD - 9' 7"

TONNAGE - 7,638

DEADWEIGHT - 10,696

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

EXPLORER - VOYAGE NO. 12 (VICTORY TYPE) SEPTEMBER 14, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
EL	WTR	MISC	TOTL			
						FWA - 7½"
NO	INFO					
82	60		142			DRAFTS DO NOT AGREE WITH DEADWEIGHT
30	245		975	565+	*	FROM A.D.L. & P.R.
70	80		250			FROM A.D.L. & P.R. & AGENT'S REPORT
30	336		966	556+	*	
00	250		650	240+	*	FROM A.D.L., P.R. & P.L.
75	328		703			DEPART TROPICAL ZONE
00	270		470			FROM A.D.L., P.R. & AGENT'S REPORT TROPICAL ZONE
40	265		905	139+	*	
50	125		375			
640	394		1034			DISCHARGE CARGO
NO	INFO					
NO	INFO					DISCHARGE CARGO

B-20

DEADWEIGHT - 10,696 L.T.
CARGO - 10,286 L.T.

LONG TONS AVAIL - 410 L.T. FOR F.O., WATER, STORES
766 L.T. (TROPICAL ZONES)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

283a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. SMITH EXPLORER VOYAGE NO. 13 SHEET NO. 2 OF 2 JOD NO. Y-1280

BY CHKD. BY DATE

S.S. SMITH EXPL

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	BEAUMONT	LOAD	28'0"	30'3"	29' ½"	
	"	DEPART	27' ½"	29'6"	28' 5½"	170
2	JACKSONVILLE	ARRIVE	27'10"	30'2"	29'0"	50
	"	DEPART	28'0"	30'3"	29'1½"	300
3	SAN JUAN	ARRIVE	26'10"	29'6"	28'2"	3
	"	DEPART	28'0"	30'6"	29'3"	500
4	CAPE VERDE ISL	ARRIVE	27'0"	29'0"	28'0"	8
	"	DEPART	28'0"	30'3½"	29'1 3/4"	61
5	CAPE TOWN	ARRIVE	27'3"	29'3"	28'3"	6
	"	DEPART	27'5"	29'8"	28'6½"	13
6	DURBAN	ARRIVE	27'4"	29'0"	28'2"	3
	"	DEPART	27'6"	29'7½"	28'6 3/4"	24
7	MOMBASA	ARRIVE	27'4"	29'4"	28'4"	1
	"	DEPART	28'8"	29'8"	29'2"	52
8	MADRAS	ARRIVE	27'2"	29'10"	28'0"	8
	"	DEPART	19'6"	19'5"	19'5½"	
-	VESSEL PARTICULARS DRAFT - 28' 6 3/4" FREEBOARD - 9' 7" TONNAGE - 7,638 DEADWEIGHT - 10,696					LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

LORER - VOYAGE NO. 13 (VICTORY TYPE) DECEMBER 22, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR'	MISC'	TOT'L			
						FWA - 7½"
0	160	100	430			STORES LISTED ON P.L.
0	71	100	221			FUEL & WATER FROM P.R.
0	190	100	590	94	*	FWA - 7½"
3	115	100	248			TROPICAL ZONE
0	197	100	797			FUEL & WATER FROM P.R.
4	44	100	328			TROPICAL ZONE
0	229	100	939	79+	*	FUEL & WATER FROM P.R.
7	10	100	177			SUMMER ZONE
0	150	100	380			FUEL & WATER FROM P.R.
0	90	100	220			SUMMER ZONE
0	150	100	490			FUEL & WATER FROM P.R.
0	50	100	160			TROPICAL ZONE
0	170	100	790			
8	26	100	314			DISCH. CARGO

DEADWEIGHT - 10,696 L.T.
CARGO - 10,200 L.T.

ONG TONS AVAIL - 496 L.T. FOR F.O., WATER, STORES
860 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

284a

DEFENDANT'S EXHIBIT J

DATE 11/2 Q/72 SUBJECT S.S. SMITH PILOT SHEET NO. 1 OF 3

VOYAGE NO. 8 JOB NO. Y-12.00

BY GALVESTON - SANTOS BRAZIL

CHKD. BY DATE

S.S. SMITH PI

PORT	VESSEL CONDN	DRAFTS FWD.	AFT.	MEAN	FUE
1 MOBILE	LT. ARRIVE	6'0"	14'4"	10'2"	24
"	LOADED DEPART	27'4"	28'4"	27'10"	28
2 PUERTA LA CRUZ	ARRIVE	25'0"	27'6"	26'3"	32
"	DEPART	27'5"	27'10"	27'7½"	86
SANTOS	ARRIVE	26'7½"	27'1½"	26'10½"	45
				DISCHARGED	

VESSEL PARTICULARS

DRAFT - 27' 7 7/8"

FRMD - 12' 5 7/8"

TONNAGE - 8,259

DEADWEIGHT - 10,607

L

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

LOT - VOYAGE NO. 8 (AMERICAN C-2) SEPTEMBER 24, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
L	WTR	MISC	TOTL			
4	55		299			F.W. ALLOW 2"
5	40		325			S.W. MEAN. 27' 8"
5	20		345			P.R.
0	20		880	143	*	TROPICAL 6.87 +
4	20		484			P.R. TROPICAL
RETURNED U.S.A. BALLAST						P.R.

DEADWEIGHT - 10,607 L.T.
CARGO - 10,225 L.T.

ONG TONS AVAIL - 382 L.T. FOR F.O., WATER, STORES
737 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

285a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH PILOT" VOYAGE NO. 9 NEW ORLEANS - CALCUTTA SHEET NO. 2 OF 3 JOB NO. Y-12.C.C

BY _____ DATE _____ CHKD. BY _____ DATE _____

S.S. "SMITH PILO

LEG No.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	NEW ORLEANS					
	" "	LOADED DEPART	25'11"	30'7½"	28'3½"	13
2	FREEPORT	ARRIVE	25'3"	28'8"	26'11½"	4
	"	DEPART	25'11"	27'4"	27'7½"	49
3	CEUTA	ARRIVE	24'11"	28'7"	26'9"	1
	"	DEPART	25'9"	29'6"	27'7½"	45
4	PORT SAID	ARRIVE	25'3"	29'0"	27'1½"	23
	" "	DEPART	25'3"	29'0"	27'1½"	23
5	PORT FEWFIK	ARRIVE	25'3"	29'0"	27'1½"	21
	"	DEPART	25'3"	29'0"	27'1½"	21
6	DJIBOUTI	ARRIVE	24'7"	28'4"	25'5½"	11
	"	DEPART	25'9"	29'6"	27'7½"	62
7	TUTICORIN	ARRIVE	25'2"	29'0"	27'1"	2
		UNLOADED & RETURNED TO U. S.				

VESSEL PARTICULARS

DRAFT - 27'- 7 7/8"

FRBD - 12'- 5 7/8"

TONNAGE - 8,258

DEADWEIGHT - 10,607

B.O.L. - BILL OF LADING

P.R. PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

"OT" - VOYAGE NO. 9 (AMERICAN C-2) NOVEMBER 18, 1964

VARIABLES (TONS)				OVLD (TONS)	VIOLATE	REMARKS
TL.	WTR	MISC	TOTL			
						F.W. ALLOW. 7½"
1	62		193			S.W. MEAN - 27'8"
0	47**					**ESTIMATED A.D.L. & TELEX
0	147		637	230+	*	
2	NO	INFO				A.D.L. & AGENT'S REPORT
4	150+		604	197+	*	
0	102		332			FUEL & WATER FROM P.L.
0	102		332			DEPART TROPICAL
5	90		305			FUEL & WATER FROM P.L.
5	90		305			TROPICAL
8	45		163			FROM A.D.L. & AGENT'S REPORT
28	195		823	63+	*	TROPICAL
80	155		435			
A.	IN	BALLAST				

E-23

DEADWEIGHT - 10,607 L.T.

CARGO - 10,200 L.T.

LONG TONS AVAIL - 407 FOR F.O., WATER, STORES

760 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)

7" - USED AS FRESH WATER ALLOWANCE (APPROX)

6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

286a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH PILOT" VOYAGE NO. 10 GALVESTON-CALCUTTA SHEET NO. 3 OF 3

BY ..... CHKD. BY ..... DATE ..... JOB NO. Y-1200

S.S. "SMITH PILO

ITEM	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUEL
1	GALVESTON					
	"	LOADED DEPART	24'11"	29'9"	27'4"	236
2	SAN JUAN	ARRIVE	(NO	DRA	FTS)	80
	" "	DEPART	(NO	DRA	FTS)	442
3	CANARIES	ARRIVE	(NO	DRA	FTS)	N
	"	DEPART	(NO	DRA	FTS)	N
4	AUGUSTA	ARRIVE	(NO	DRA	FTS)	98
	"	DEPART	(NO	DRA	FTS)	373
5	PORT SAID	ARRIVE	(NO	DRA	FTS)	257
	" "	DEPART	(NO	DRA	FTS)	257
6	PORT TEWFIK	ARRIVE	(NO	DRA	FTS)	207
	"	DEPART	(NO	DRA	FTS)	207
7	DJIBOUTI	ARRIVE	(NO	DRA	FTS)	73
	"	DEPART	(NO	DRA	FTS)	570
8				INSUFFICIENT		

VESSEL PARTICULARS

DRAFT - 27'-7 7/8"
FRBD - 12'-5 7/8"
TONNAGE - 8,258
DEADWEIGHT - 10,607

LO

B.O.L. - BILL OF LADING
P.R. - PASSAGE REPORT
A.D.L. - ABSTRACT DECK LOG
N.C.B. - NATIONAL CARGO BUREAU INC.
P.L. - PORT LOG

T" - VOYAGE NO. 10 (AMERICAN C-2) MARCH 23, 1965

VARIABLES (TONS)			OVLD (TONS)	VIOLATE	REMARKS
WTR	MISC	TOTL			
					P.L. & TELEGRAMS
75					
NO	INFO				FUEL FROM TELEX
NO	INFO	442+			TROPICAL
INFO					
INFO					
NO	INFO	98+			FUEL FROM AGENT'S REPORT
NO	INFO	373+			
126		383			FUEL & WATER FROM P.L.
126		383			DEPART TROPICAL
110		317			FUEL & WATER FROM P.L.
110		317			TROPICAL
NO	INFO				FUEL FROM AGENT'S REPORT
NO	INFO	570+			TROPICAL
INFO					

DEADWEIGHT - 10,607 L.T.
CARGO - 10,021 L.T.

NG TONS AVAIL - 586 L.T. FOR F.O., WATER, STORES
950 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

287a

DEFENDANT'S EXHIBIT J

S.S. "SMITH TOURIST" SHEET NO. 1 OF 3

VOYAGE NO. 11 JOB NO. Y-1206

BATON ROUGE - CALCUTTA

DATE 11/20/72 SUBJECT

BY DATE

CHKD. BY DATE

S.S. "SMITH TOURIS

ITEM NO.	PORT	VESSEL COND.	DRAFTS FWD.	AFT.	MEAN	FUEL	VA
1	BATON ROUGE						
	" "	LOADED DEPART	26'6"	32'0"	29'3"	230	
2	FREEPORT	ARRIVE	(NO	INFO)		53	
	"	DEPART	(NO	IN FO)		670	
3	CEUTA	ARRIVE	25'2"	30'8"	27'11"	110	
	"	DEPART	26'2"	30'11"	28'6½"	593	
4	PORT SAID	ARRIVE	25'7"	30'7"	28'1"	310	
	" "	DEPART	25'10"	30'7"	28'3"	310	
5	PORT TEWFIK	ARRIVE	(NO	INFO)		-	
	"	DEPART	(NO	INFO)		286	
6	DJIBOUTI	ARRIVE	25'1"	31'6"	28'3½"	112	
	"	DEPART	25'10"	31'3"	26'6½"	457	
7	MADRAS	ARRIVE	27'0"	30'0"	28'6"	55	
	"						
8		PART	UNLOADING		MADRAS - COM		
		RETURN	TO U.S.A.		IN BALLAST		

VESSEL PARTICULARS

DRAFT - 28'-6 3/4"

FREE - 9'-7"

TONNAGE - 7,643

DEADWEIGHT - 10,650

LON

B.O.L. - BILL OF LADING

P.R. PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

T" - VOYAGE NO. 11 (VICTORY TYPE) AUGUST 22, 1964

RIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
					P.R. F.W. ALLOW. 7"
155		385	-		S.W. MEAN: 28' 7 1/2"
116		169			P.R.
216		886	436+	*	
99		209			P.R. & AGENT'S REPORT
207		800	350+	*	
79		389			FUEL AND WATER FROM P.L. AND P.R.
129		439			DEPART TROPICAL ZONE
-					FUEL & WATER FROM P.L. AND P.R.
255		541			TROPICAL ZONE
180		292			P.R. & AGENT'S REPORT
330		787			TROPICAL ZONE
147		202			
					TROPICAL ZONE
PLETED	UNLOADING	IN	CALCUTTA		

B-25

DEADWEIGHT - 10,650 L.T.
CARGO - 10,200 L.T.

G TONS AVAIL - 450 L.T. FOR F.O., WATER, STORES
814 L.T. (TROPICAL)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

288a

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST" SHEET NO. 2 OF 3

BY _____ VOYAGE NO. 12 JOB NO. Y-12 CC

CHKD. BY _____ DATE _____

S.S. "SMITH TOUR

LEG NO.	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	HOUSTON	ARRIVE	9'6"	12'6"	11'0"	207
	"	LOADED DEPART	28'10"	29'2"	29'0"	195
2	FREEPORT	ARRIVE	(NO	IN	FO)	18
	"	DEPART	(NO	IN	FO)	660
3	CEUTA	ARRIVE	27'11"	28'1"	28'0"	98
	"	DEPART	28'1"	29'0"	28'6½"	548
4	PORT SAID	ARRIVE	28'0"	28'6"	28'3"	266
	" "	DEPART	28'0"	28'6"	28'3"	266
5	PORT TEWFIK	ARRIVE	28'0"	28'6"	28'3"	261
	"	DEPART	28'0"	28'6"	28'3"	261
6	DJIBOUTI	ARRIVE	28'0"	28'4"	28'2"	62
	"	DEPART	28'8"	29'0"	28'10"	392
7	COCHIN	ARRIVE	28'7"	29'1"	28'10"	104
		DISCHARGED CARGO				AT
			TO U.S.A.		IN	BALL

VESSEL PARTICULARS

DRAFT - 28'- 6 3/4"

FRWD - 9'- 7"

TONNAGE - 7,643

DEADWEIGHT - 10,650

LO

B.O.L. - BILL OF LADING

P.R. PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

IST" - VOYAGE NO. 12 (VICTORY SHIP) NOVEMBER 21, 1964

	VARIABLES (TONS) WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
	77		284			P.L. & P.R. F.W. ALLOWANCE 7" S.W. MEAN 28'-4"
	353		548	121+	*	
	140		158			P.R.
	235		895	468+	*	
	97		195			P.R.
	93		641	214+	*	
	57		323			P.R. & P.L.
	57		323			DEPART TROPICAL
	57		318			P.R. & P.L.
	25		286			TROPICAL
	..		62+			P.R.
	130		522			TROPICAL
	72		176			QUESTION DRAFTS.
COCHIN -	RETURNED					TROPICAL
AST						

B-26

DEADWEIGHT - 10,650 L.T.
CARGO - 10,223 L.T.

ONG TONS AVAIL - 427 L.T. FOR F.O., WATER, STORES
791 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT J

DATE 11/20/72 SUBJECT S.S. "SMITH TOURIST" SHEET NO. 3 OF 3

BY VOYAGE NO. 13 JOB NO. Y-1250

CHKD. BY DATE HOUSTON-CALCUTTA

S.S. "SMITH TOU

LEG	PORT	VESSEL COND'N	DRAFTS FWD.	AFT.	MEAN	FUE
1	HOUSTON NEW ORLEANS	LIGHT ARRIVE	7'10"	14'2"	11'0"	21
	NEW ORLEANS	LOADED DEPART	28'2"	29'10"	29'0"	21
2	FREEPORT	ARRIVE	26'10"	28' 8"	27'9"	5
	"	DEPART	27'7"	29'6"	28'6½"	54
3	PONTA DELGADA	ARRIVE	26'7"	29'5"	28'0"	9
	" "	DEPART	26'7"	30'5"	28'6"	39
4	AUGUSTA	ARRIVE	(NO INFO)			6
	"	DEPART	26'6"	30'7"	28'6½"	43
5	PORT SAID SUEZ	ARRIVE	26'4"	30'2"	28'3"	29
	SUEZ	DEPART	26'6"	30'4"	28'5"	29
6	DJIBOUTI	ARRIVE	27'4"	29'1"	28'2½"	7
	"	DEPART	28'3"	30'0"	29'1½"	57
7	MADRAS	ARRIVE	27'11"	28'11"	28'5"	10
			PARTIAL UNLOADING			M
		IN CALCUTTA -	RETURN TO U.S.A			

VESSEL PARTICULARS

DRAFT - 28'-6 3/4"

FWD - 9'-7"

TONNAGE - 7,643

DEADWEIGHT - 10,650

L

B.O.L. - BILL OF LADING

P.R. - PASSAGE REPORT

A.D.L. - ABSTRACT DECK LOG

N.C.B. - NATIONAL CARGO BUREAU INC.

P.L. - PORT LOG

RIST" - VOYAGE NO. 13 (VICTORY TYPE) MARCH 23, 1965

VARIABLES (TONS)						
EL	WTR	MISC	TOTL	OVLD (TONS)	VIOLATE	REMARKS
0	209		419			P.R.
0	312		520			F.W. ALLOW. 7" S.W. MEAN 28'-5"
6	50		106			P.R.
8	134		682	32+	*	
4	50		144			P.R.
4	110		504			
8	50		118			P.R. & AGENT'S REPORT
7	80		517			
7	150		447			P.R. & P.L.
6	133		429			DEPART TROPICAL
7	133		210			P.R. & AGENT'S REPORT
9	190		769			TROPICAL
3	115		218			TROPICAL
ADRAS	FINAL	UNLOADING				
.	IN BALLAST					

B-27

DEADWEIGHT - 10,650 L.T.
CARGO - 10,000 L.T.

ONG TONS AVAIL - 650 L.T. FOR F.O., WATER, STORES
1,014 L.T. (TROPICAL ZONE)

7" - USED AS TROPICAL ALLOWANCE (APPROX.)
7" - USED AS FRESH WATER ALLOWANCE (APPROX)
6.66- BBLS./TON FUEL OIL (AVERAGE)

NOTE: "OVLD" OBTAINED BY SUBTRACTING LONG TONS AVAILABLE FOR F.O., WATER, STORES FROM TOTAL TONS OF VARIABLES ACTUALLY ON VESSEL.

DEFENDANT'S EXHIBIT AG.

LETTERS OF INSTRUCTION FROM EARL J. SMITH & COMPANY, INC.
TO VESSEL MASTERS

Date of Letter	From	To	Vessel	Document No.
10/30/63	Fitzsimmons	Capt.C.R.Snyder	SMITH ADVENTURER	1479F7
1/ 2/64	"	Capt.A.Torgersen	SMITH CAPER	2053H9
6/22/64	"	Capt.A.Valentino	SMITH EXPLORER	2620K11
8/11/64	"	Master	SMITH TOURIST	3222M11
8/28/64	"	Capt.L.Bjotvedt	SMITH EXPLORER	2668K12
8/28/64	"	Capt.S.Halten	SMITH DEFENDER	2407I8
10/ 7/64	"	Capt.J.Hamby	SMITH ADVENTURER	1595F11
11/ 5/64	"	Capt.W.F.Peterson	SMITH PILOT	2910L9
11/ 6/64	"	Capt.W.I.Lang	SMITH TOURIST	3266M12
11/10/64	"	Capt.C.Brooks	RUSSELL L.	1342E15/9
11/23/64	"	Capt.E.Jensen	SMITH VICTORY	543B9
11/24/64	"	Capt.E.Dahler	JANET QUINN	1171D15/4
12/ 7/64	"	Capt.S.J.Walsh	SMITH CONQUEROR	2235I9
12/ 9/64	"	Capt.A.Valentino	SMITH EXPLORER	2695K13

DEFENDANT'S EXHIBIT AG

October 30, 1963.

Captain C. R. Snyder
Master, S/S SMITH ADVENTURER
c/o Port Arthur Steamship Agency
Adams Building
Port Arthur, Texas

Re: VOYAGE #7
C/P dated September 30, 1963

Dear Captain Snyder:

With reference to your forthcoming voyage with a full and complete cargo of bulk wheat of approximately 10,200 L/T to be loaded aboard your vessel at Port Arthur, Texas for discharge India, we are now pleased to enclose herewith one signed photostatic copy of the above dated charter party. We ask that you kindly read the attached charter party very carefully acting in our very best interests at all times.

As we are declaring a quantity of 10,200 L/T of bulk wheat we ask that you do your utmost in conjunction with the agents and stevedores to load this declared quantity.

We presume your vessel will have sufficient fuel remaining on board upon her arrival at Beaumont on November 3rd to enable you to load your cargo at Port Arthur and proceed to Freeport, Bahamas where you will replenish your fuel supply. If such is not the case please communicate with the writer thrcugh the medium of our agents immediately so that we can arrange a proper bunker stem at Port Arthur.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

The following agents will apply at the above bunkering ports and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

ONLY COPY AVAILABLE

DEFENDANT'S EXHIBIT AG

Messrs.Lambert Bros.(Egypt)Ltd.
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt CABLES: "ROYLE" - Port Said

Messrs.Lambert Bros.(Egypt)Ltd.
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt CABLES: "ROYLE" - Suez

Mitchell Cotts & Co.(Red Sea) Ltd.
P. O. Box 85
Djibouti, French Somaliland CABLES: "MITCOITS" - Djibouti

We are enclosing herewith for your information and guidance a brochure pertaining to the bunkering installation at Freeport, Bahamas.) Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

You will note that we are now utilizing the port of Djibouti for bunkers. Please make sure that the crew members without yellow fever shots are inoculated at your loading port prior to your departure.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port we will then arrange to stem bunkers at Colombo for your homeward leg to enable you to reach Djibouti where you are to take sufficient fuel to enable you to return to Galveston, Texas and have a maximum of 250 tons remaining on board.

Our general agents in India are

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay. The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
P. O. Box No. 14
Madras, India CABLES: "SHAWSHIP" - Madras

Shaw Wallace & Co. Ltd.
1, Bankshall St.
P.O. Box 70
Calcutta, India CABLES: "SHAWLACE" - Calcutta

DEFENDANT'S EXHIBIT AG

If you are ordered into Colombo for fuel replenishment the following agents will also apply

Ceylon Trading Co. Ltd.
P. O. Box 161
Colombo, Ceylon CABLES: "BEGHIRSTUA"- Colombo

It is of utmost importance that the grain fittings of our vessels be sold at either your discharge port or possibly Suez on your homeward ballast voyage in order to avoid the additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. The Suez Canal authorities now assess all vessels for full tolls (loaded) if the vessels in ballast carry dunnage and/or grain fittings that are not permanent fixture of the vessel. We wish to sell these fittings and we will now leave this matter in your hands to see whether we can obtain a better price at India than at Suez. If you feel that the maximum price you can obtain in India is insufficient, then retain the fittings on board in a dismantled condition stacked uniformly for immediate discharge at Suez prior to your transit. We will then take the chance of obtaining a better price at Suez through the medium of our agents at that port.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd, etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of the Masters of the vessel not only speaks of the non-observances of the Charter Party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port Authorities are very strict regarding vessels draft. Prior to berthing vessels they check vessels draft while vessel is laying at anchorage in the Harbor and if found to be overloaded, a fine of approximately $375 per inch is assessed against the steamer. Therefore, please be careful in this regard.

If you have any doubt or question in your mind regarding your voyage and/or your cargo, and/or charter party, please do not hesitate to communicate with the writer for clarification.

Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto. In the meantime, we wish you a very pleasant and uneventful passage, and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC. AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc
enc.

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DEFENDANT'S EXHIBIT AG

January 2, 1964.

Captain A. Torgersen
Master, SS SMITH CAPER
c/o Atlantic-Gulf Shipping, Inc.
521 Water Street
Tampa, Florida

Re: VOYAGE #9
C/P dated December 31, 1963

Dear Captain Torgersen:

With reference to your forthcoming voyage with a full and complete cargo of bulk wheat amounting to 10,050 L/T to be loaded aboard your vessel for discharge India, East or West Coast, we are enclosing herewith a Pro Forma charter party pertaining to the SS SMITH TOURIST. Your charter party will be identical to the attached Pro Forma. Upon our receipt of the charter party pertaining to your vessel we will forward a copy to you immediately.

As we are declaring a quantity of 10,050 L/T of bulk wheat we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

We presume that your vessel will have sufficient fuel remaining on board upon her arrival at New Orleans to enable you to load your cargo and proceed to Freeport, Bahamas where you will replenish your fuel supply. If such is not the case please communicate with the writer through the medium of our agents immediately so that we can arrange a proper bunker stem at New Orleans.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Aden for bunkers.

The following agents will apply at the above bunkering ports and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

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DEFENDANT'S EXHIBIT AG

Messrs.Lambert Bros.(Egypt)Ltd.
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt CABLES: 'ROYLE" - Port Said

Messrs.Lambert Bros.(Egypt)Ltd.
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez), Egypt CABLES: "ROYLE" - Suez

Mitchell Cotts & Co.(Aden Ltd.)
Maalla Relief Road
Maalla, Aden CABLES: "MITCOTTS" - Aden

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Aden to enable you to return to Aden on your homeward leg. If you are ordered to an East Coast port in India you are to take fuel at Aden inward to enable you to reach your discharge port and return to Colombo for replenishment. Upon your return to Colombo you are then only to take sufficient fuel at that port to enable you to reach Aden where you will then replenish your fuel to capacity to enable you to return to Galveston, Texas and have a maximum of 250 tons remaining on board upon arrival Galveston.

Our general agents in India are

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay. The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall St.
P.O. Box 70
Calcutta, India CABLES: "SHAWLACE" - Calcutta

If you are ordered into Colombo for fuel replenishment, the following agents will also apply:

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon CABLES: "BEGHIRSTUA" - Colombo

It is of utmost importance that the grain fittings of our vessels be sold at either your discharge port or possibly Suez on your homeward ballast voyage in order to avoid the additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. The Suez Canal authorities now assess all vessels

DEFENDANT'S EXHIBIT AG

for full tolls (loaded) if the vessels in ballast carry dunnage and/or grain fittings that are not permanent fixture of the vessel. We wish to sell these fittings and we will now leave this matter in your hands to see whether we can obtain a better price at India than at Suez. If you feel that the maximum price you can obtain in India is insufficient, then retain the fittings on board in a dismantled condition stacked uniformly for immediate discharge at Suez prior to your transit. We will then take the chance of obtaining a better price at Suez through the medium of our agents at that port.

If you should decide to dispose of the grain fittings at Suez, our Agents at that port, namely, Lambert Brothers (Egypt) Ltd. have requested that you comply with the following conditions which we quote below:

1. "That the Master advises in good time the approximate quantity of timber he has on board in terms of weight.

2. "That the Master has the timber on deck ready for removal. This is important in case the vessel arrives after midnight and there is only limited time before the convoy."

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd, etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of the Masters of the vessel not only speaks of the non-observances of the Charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port Authorities are very strict regarding vessels draft. (Prior to berthing vessels they check vessels draft while vessel is laying at anchorage in the Harbor and if found to be overloaded, a fine of approximately $375 per inch is assessed against the steamer. Therefore, please be careful in this regard.)

If you have any doubt or question in your mind regarding your voyage and/or your cargo, and/or charter party, please do not hesitate to communicate with the writer for clarification.

Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto. In the meantime, we wish you a very pleasant and uneventful passage, and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC. AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc
enc.

DEFENDANT'S EXHIBIT AG

June 22, 1964.

Captain A. Valentino
Master, SS SMITH EXPLORER
c/o Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco

Dear Captain Valentino:

In accordance with voyage instructions outlined in my letter of May 22nd to you, you will note that the instructions are to bunker Djibouti taking sufficient fuel at that port to enable your vessel to reach Calcutta after lightening at possibly Vizagapatnam or Madras. However, we now wish to revise these instructions so that you are only now to bunker Djibouti sufficient to enable you to reach Colombo, Ceylon. At Colombo you are again to take sufficient fuel to enable you to reach your lightening port of Madras or Vizagapatnam and at your lightening port you are to take sufficient fuel to reach Calcutta. Bunkers have been stemmed all along the line. By your bunkering at these ports your vessel should arrive at your lightening port in India on your marks and not show your vessel being overloaded at any time either from Djibouti or from Colombo.

This revision of bunkers has been brought about due to the fact that the Indian port authorities, particularly Madras have been very strict concerning vessels arrival drafts and have fined various Masters for being overloaded.

We expect that you will kindly adhere to these instructions and arrive at your lightening port on your proper marks.

Please make certain that you cable "BEGHIRSTUA" - Colombo our agents, giving your ETA so that they will have bunkers in readiness immediately upon arrival.

Upon your receipt of this letter in Ceuta kindly radio us stating "REVISED BUNKERING INSTRUCTIONS RECEIVED AND UNDERSTOOD". Upon receipt of this message we will realize that you have received our instructions and will act accordingly.

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc

DEFENDANT'S EXHIBIT AG

August 11, 1964.

Master
SS SMITH TOURIST
New York, N. Y.

Re: VOYAGE #11
C/P dated August 3, 1964

Dear Captain:

We are enclosing herewith one (1) unsigned copy of the above dated charter party covering your forthcoming cargo operations from Baton Rouge, Louisiana to India with a full and complete cargo of bulk wheat (10,200 L/T).

At the present writing we presume your vessel will have sufficient fuel (bunkers) on board upon her arrival at New Orleans to enable you to have the vessel grain fitted in New Orleans, load your cargo at Baton Rouge and reach Freeport, Bahamas on your voyage to India, without replenishing your fuel at either New Orleans or Baton Rouge. If such is not the case please communicate with the writer through the medium of our agents immediately so that we can arrange a proper stem at New Orleans.

As we are declaring a quantity of 10,200 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit, Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Baton Rouge that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

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DEFENDANT'S EXHIBIT AG

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 53
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

Damanhour Shipping Agency
P.O. Box 125
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co.(Red Sea Ltd.)
P.O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon — CABLES: "BEHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India — CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

DEFENDANT'S EXHIBIT AG

The East Indian Coast port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall St.
P.O. Box 70
Calcutta, India — CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
P.O. Box No. 14
Madras, India — CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of our vessels be sold at your discharge port to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal.

Regarding your grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & Fwd, etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam, India. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of the agents.

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt or question in your mind regarding your voyage and/or your cargo and/or your charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

DEFENDANT'S EXHIBIT AG

In the meantime we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc
enc.

PS. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages.

DEFENDANT'S EXHIBIT AG

August 28, 1964.

Captain L. Bjotvedt
Master, SS SMITH EXPLORER
c/o Page & Jones, Inc.
P.O. Box 295
1200 Milner Bldg.
Mobile, Alabama

Re: VOYAGE #12
C/P dated August 3, 1964

Dear Captain Bjotvedt:

We are enclosing herewith one (1) unsigned copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Baton Rouge, Louisiana for Discharge India.

Upon completion of your repairs in Mobile and when in all respects ready for sea you will proceed to New Orleans to grain fit and upon completion of grain fitting you will proceed to Baton Rouge for loading under the direction of our New Orleans agents namely, Amerind Shipping Corporation. Please radio "AMERIND" - New Orleans upon your departure from Mobile.

As we are declaring a quantity of 10,200 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Baton Rouge that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

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DEFENDANT'S EXHIBIT AG

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Red Sea) Ltd.
P.O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O.Box 161
Colombo, Ceylon — CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India — CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay.

The East Coast Indian port agents are

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DEFENDANT'S EXHIBIT AG

Shaw Wallace & Co. Ltd.
4, Bankshall St.
P.O. Box 70
Calcutta, India

CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
P.O. Box No. 14
Madras, India

CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of our vessels be sold at your discharge port to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal

Regarding your grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam, India. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of the agents.

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt or question in your mind regarding your voyage and/or your cargo and/or your charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

DEFENDANT'S EXHIBIT AG

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

F:jc
c.

S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages.

ONLY COPY AVAILABLE

DEFENDANT'S EXHIBIT AG

August 28, 1964.

Captain Steen Halten
Master, SS SMITH DEFENDER
c/o Page & Jones, Inc.
P.O. Box 295
1200 Milner Bldg.
Mobile, Alabama

Re: VOYAGE #8
C/P dated August 3, 1964.

Dear Captain Halten:

We are enclosing herewith one (1) unsigned copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Baton Rouge, Louisiana for discharge India.

Upon completion of your repairs in Mobile and when in all respects ready for sea you will proceed to New Orleans to grain fit and upon completion of grain fitting you will proceed to Baton Rouge for loading under the direction of our New Orleans agents namely, Amerind Shipping Corporation. Please radio "AMERIND" - New Orleans upon your departure from Mobile.

As we are declaring a quantity of 10,200 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Baton Rouge that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event, in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

DEFENDANT'S EXHIBIT AG

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas
CABLES: "BUNKERING" - Freeport

Transiton Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco
CABLES: "TYC" - Ceuta

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt
CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Helleno
Port Tewfik (Suez) Egypt
CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Red Sea) Ltd.
P.O. Box 85
Djibouti, French Somaliland
CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon
CABLES: "DEBHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India
CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

DEFENDANT'S EXHIBIT AG

The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall St.
P.O. Box 70
Calcutta, India — CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
P.O. Box No. 14
Madras, India — CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of our vessels be sold at your discharge port to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal.

Regarding your grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam, India. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of the agents.

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt or question in your mind regarding your voyage and/or your cargo and/or your charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

DEFENDANT'S EXHIBIT AG

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

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S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages.

DEFENDANT'S EXHIBIT AG

October 7, 1964.

Captain J. Hamby
Master, SS SMITH ADVENTURER
c/o Kaufmann Shipping Company
2080 Talleyrand Road
P.O. Box 1857
Jacksonville, Florida

Re: VOYAGE #11
C/P dated September 2, 1964

Dear Captain Hamby:

We are enclosing herewith one (1) signed copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Houston, Texas for discharge India.

Upon completion of your repairs at Jacksonville and when in all respects ready for sea, you will proceed to Houston to grain fit and load under the direction of our Houston agents namely, Amerind Shipping Corporation. Please radio "AMERIND" - Houston upon your departure from Jacksonville giving your ETA Houston.

As we are declaring a quantity of 10,200 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Houston that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

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DEFENDANT'S EXHIBIT AG

The following [illegible] will supply all the necessary bunkering ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Towfik (Suez) Egypt — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P.O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport Kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents a Freeport do not communicate with us and this information is required for our records

If you are ordered to a West Coast Indian port please endeavor to load sufficie fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you a ordered to an East Coast Indian port for lightening and discharge you are only to ta sufficient fuel at Djibouti to enable you to reach your lightening port of either Vi gapatnam or Madras. At your lightening port you are to replenish your fuel with a s ficient quantity to enable you to reach Calcutta and return to Colombo on your homew voyage. We must stress upon you that upon arrival at your lightening port of Vizaga patnam or Madras that your vessel be on proper marks, not overloaded. Please note c 32 (ii) that your forward and aft draft shall not exceed 30 feet. We ask that you a range to arrive at your lightening port with your aft draft not exceeding 30 feet; ot wise the port authorities are very strict and may fine you for overloading. Have mi mum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon — CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable y to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vesse Please bunker accordingly.

DEFENDANT'S EXHIBIT AG

Shaw Wallace & Co. Ltd.
3, Wittet Road
P.O. Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall Street
P.O. Box 70
Calcutta, India CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
P.O. Box No. 14
Madras, India CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of our vessels be sold at your discharge port to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal.

Regarding your grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-drafts aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam, India. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of our agents.

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt or question in your mind regarding your voyage and/or your cargo and/or your charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

JFF:jc
enc.

John F. Fitzsimmons
Vice-President

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

November 5, 1964.

Captain W. F. Peterson
Master, SS SMITH PILOT
c/o Amerind Shipping Corporation
442 Canal Street
New Orleans 16, La.

Re: VOYAGE #9
C/P dated October 8, 1964

Dear Captain Peterson:

We are enclosing herewith one (1) unsigned copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Destrehan, Louisiana for discharge India.

As we are declaring a quantity of 10,200 L/T of bulk wheat we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Destrehan that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas
CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco
CABLES: "TYC" - Ceuta

DEFENDANT'S EXHIBIT AG

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P.O. Box 85
Djibouti, French Somaliland CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32 (ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise tha port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon CABLES: "DEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Wittet Road, P.O. Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

DEFENDANT'S EXHIBIT AG

The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India — CABLING: "SHIPWAY" - Calcutta

Shaw Wallace & Co. Ltd.
3/9 Thambu Chetty St.
Madras, India — CABLING: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for immediate discharge upon your arrival at Suez. You are also requested to radio our Suez agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN REERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reqction from the Egyptian port authorities as practically our whole fleet is transiting the Canal to India.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Destrehan.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of our agents.

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc
enc.

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

November 6, 1964.

Captain W. I. Lang
Master, SS SMITH TOURIST
c/o Amerind Shipping Corporation
Marine Building
Houston, Texas

Re: VOYAGE #12
C/P dated October 8, 1964

Dear Captain Lang:

We are enclosing herewith one (1) unsigned copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Houston, Texas for discharge India.

As we are declaring a quantity of 10,200 L/T of bulk wheat we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Houston that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 53
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

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DEFENDANT'S EXHIBIT AG

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P.O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32(ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon — CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Wittet Rd., P.O. Box 203
Bombay, India — CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

DEFENDANT'S EXHIBIT AG

The East Coast Indian port agents are

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India

CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
Madras, India

CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for immediate discharge upon your arrival at Suez. You are also requested to radio our Suez agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of cen reline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transiting the Canal to India.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & Fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repdrcussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft. Furthermore, in the event you do not receive cable replies from "KHADY-AVIDHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India we are enclosing herewith a Pro Forma PratiquePratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12)hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with fast acceptance of your Notice of Readiness to discharge through the medium of our agents.

ONLY COPY AVAILAE

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 32 of the attached charter dealing with dio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

F:jc
c.

John F. Fitzsimmons
Vice-President

S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

ONLY COPY AVAILABLE

DEFENDANT'S EXHIBIT AG

November 10, 1964.

Captain C. Brooks
Master, SS RUSSELL L
c/o Amerind Shipping Corporation
Marine Building
Houston, Texas

Re: VOYAGE #15/9
C/P dated October 9, 1964

Dear Captain Brooks:

We are enclosing herewith one (1) [unsigned] copy of the above dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,250 L/T to be loaded aboard your vessel at [Houston, Texas] for discharge India.

As we are declaring a quantity of 10,250 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity. We do not wish the #3 deeptanks of your vessel to be used for cargo. We repeat, do not use #3 deeptanks for cargo as vessel will have ample cubic feet of space to enable your vessel to load 10,250 L/T.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Augusta, Sicily for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from [Houston] that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event you are unable to complete the full crew inoculations at your loading port, you are not to delay the vessel from sailing but proceed on your voyage. We can overcome the inoculations provided of course, that at the port of Djibouti no crew leave is authorized. You are to retain the crew on board the vessel at all times at the port of Djibouti. Insofar as you will be bunkering at Djibouti for a short period of time there should be no objections to this procedure. We have had other vessels do the same without complaints.

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DEFENDANT'S EXHIBIT AG 323a

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Cardile Bros.
Riva Darsena, 6
Augusta, Sicily — CABLES: "CARBROS" - Augusta

Damanhour Shipping Agency
P.O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co.(Ethiopia) Ltd.
P.O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Madras or Vizagapatnam. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32 (ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise, the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are

Ceylon Trading Co. Ltd.
P.O. Box 161
Colombo, Ceylon — CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are

Shaw Wallace & Co. Ltd.
3, Mittot Pl., P.O. Box 203
Bombay, India — CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay

The East Coast Indian port agents are 324a

Shaw Wallace & Co. Ltd. DEFENDANT'S EXHIBIT AG
4, Bankshall Street
Calcutta, India CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
Madras, India CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for immediate discharge upon your arrival at Suez. You are also requested to radio our Suez agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transiting the Canal to India.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with fact acceptance of your Notice of Readiness to discharge through the medium of our agents.

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory and please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or charter party please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.

John F. Fitzsimmons
Vice-President

JFF:jc
enc.

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

November 23, 1964

Captain E. Jensen
Master, SS SMITH VICTORY
c/o Pfisiffer & Co.
P. O. Box 579
Port Arthur, Texas

Re: Charter Party dated October 8, 1964
Voyage #9

Dear Captain Jensen:

We are enclosing herewith one (1) signed copy of the above dated Charter Party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Port Arthur, Texas, for discharge India.

As we are declaring a quantity of 10,200 L/T of bulk wheat we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas for bunkers, Ceuta, Spanish Morocco for bunkers, the Suez Canal for transit and Djibouti, French Somaliland for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from [redacted] that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay of your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

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DEFENDANT'S EXHIBIT AG

Damanhour Shipping Agency
P. O. Box 125
25 President Choukri el Kuwatli St.
Port Said, Egypt CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P.O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P.O. Box 85
Djibouti, French Somaliland CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32(ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are:

Ceylon Trading Co. Ltd.
P. O. Box 161
Colombo, Ceylon CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti your will replenish your fuel so you will be able to arrive at Galveston, Texas with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are:

Shaw Wallace & Co. Ltd.
3, Wittet Road, P.O.Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay.

DEFENDANT'S EXHIBIT AG

The East Coast Indian port agents are:

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India — CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
Madras, India — CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in orde to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN REERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transmitting the Canal to India.

The Ministry of Food & Agriculture, New Delhi have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft & fwd. etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who in the absence of the aforesaid information cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance the Indian port authorities are very strict regarding vessels' draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Port Arthur.

With reference to your discharge in India we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12) hrs. before arrival at the Outer Anchorages at the above mentioned ports. By your radioing Pratique it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of our agents.

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 32 of the attached charter dealing with adio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calatta agents dated August 1st, said letter being self-explanatory, and please be guided ccordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or harter party please do not hesitate to communicate with the writer immediately for larification. Kindly acknowledge receipt of this letter and charter party by signing nd returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage and remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice President

JFF:nm
Encs.

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members' possession. If they are not in their possession they are fined and also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

November 24, 1964

Captain E. Dahler
Master, SS JANET QUINN
c/o Amerind Shipping Corporation
442 Canal Street
New Orleans 16, Louisiana

Re: Charter Party dated October 30, 1964
Voyage #15/4

Dear Captain Dahler:

We are enclosing herewith one (1) unsigned copy of the above-dated charter party covering your forthcoming voyage with a cargo of bulk wheat of 10,250 L/T to be loaded aboard your vessel at New Orleans, Louisiana, for discharge India.

As we are declaring a quantity of 10,250 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity. We do not wish the #3 deeptanks of your vessel to be used for cargo. We repeat, do not use #3 deeptanks for cargo as vessel will have ample cubic feet of space to enable your vessel to load 10,250 L/T.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas, for bunkers, Augusta, Sicily, for bunkers, the Suez Canal for transit and Djibouti, French Somaliland, for bunkers.

We wish to remind you that the agents at Augusta, Sicily, require your arrival notice 72 hours in advance of your arrival and every 24 hours thereafter until arrival Augusta. You are to include in your Augusta, Sicily, arrival cable the exact amount of fuel you will require and, in addition, also include the amount of fresh water you will require. By so doing, the agents will have the barge available immediately upon your arrival to avoid unnecessary delays. In the event arrival at Augusta will be during the night it is requested that you radio to "SANIMARE AUGUSTA" requesting Free Pratique owing to a new ordinance by the Port Authorities which refuses to grant Pratique during nighttime hours.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from New Orleans that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event you are unable to complete the full crew inoculations at your loading port, you are not to delay the vessel from sailing but proceed on your voyage. We can

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DEFENDANT'S EXHIBIT AG

[illegible] leave is authorized. You are to retain the crew on board the vessel at all times at the port of Djibouti. Insofar as you will be bunkering at Djibouti for a short period of time there should be no objections to this procedure. We have had other vessels do the same without complaints.

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Caruso Bros.
Riva Darsena, 6
Augusta, Sicily — CABLES: "CARBROS" - Augusta

Damanhour Shipping Agency
P. O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt — CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P. O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt — CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P. O. Box 85
Djibouti, French Somaliland — CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport, kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Madras or Vizagapatnam. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 20(ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise, the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are:

Ceylon Trading Co. Ltd.
P. O. Box 161
Colombo, Ceylon — CABLES: "BIGHIRSTUA" - Colombo

DEFENDANT'S EXHIBIT AG

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas, with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are:

Shaw Wallace & Co. Ltd.
3, Wittet Rd., P. O. Box 203
Bombay, India — CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay.

The East Coast Indian port agents are:

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India — CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thamba Chetty St.
Madras, India — CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for immediate discharge upon your arrival at Suez. You are also requested to radio our Suez agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transiting the Canal to India.

The Ministry of Food & Agriculture, New Delhi, have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft and fwd., etc. (as provided in the charter party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters not only speaks of the non-observances of the charter party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who, in the absence of the aforesaid information, cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission.

DEFENDANT'S EXHIBIT AG

[illegible] authorities are very strict regarding vessels' draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India, we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12) hours before arrival at the Outer Anchorages at the above-mentioned ports. By your radioing Pratique it will afford the vessel with fact acceptance of your Notice of Readiness to discharge through the medium of our agents.

We wish to draw your attention to clause 32 of the attached charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory, and please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or charter party, please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and charter party by signing and returning duplicate letter attached hereto.

In the meantime, we wish you a very pleasant and uneventful passage, and remain

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice President

JFF:nm
Enclosures

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members' possession. If they are not in their possession, they are fined, and there is also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

December 7, 1964

Captain S. J. Walsh
Master, SS SMITH CONQUEROR
c/o Page & Jones, Inc.
P. O. Box 295
1200 Milner Building
Mobile, Alabama

Re: Charter Party dated October 30, 1964
Voyage #9

Dear Captain Walsh:

We are enclosing herewith one (1) unsigned copy of the above-dated Charter Party covering your forthcoming voyage with a cargo of bulk wheat of 10,250 L/T to be loaded aboard your vessel at Pascagoula, Mississippi, for discharge India.

As we are declaring a quantity of 10,250 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores, to load this declared quantity. We do not wish the #3 deeptanks of your vessel to be used for cargo. We repeat, do not use #3 deeptanks for cargo as vessel will have ample cubic feet of space to enable your vessel to load 10,250 L/T.

Upon completion of your loading and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas, for bunkers, Augusta, Sicily, for bunkers, the Suez Canal for transit and Djibouti, French Somaliland, for bunkers.

We wish to remind you that the agents at Augusta, Sicily, require your arrival notice 72 hours in advance of your arrival and every 24 hours thereafter until arrival Augusta. You are to include in your Augusta, Sicily, arrival cable the exact amount of fuel you will require and, in addition, also include the amount of fresh water you will require. By so doing, the agents will have the barge available immediately upon your arrival to avoid unnecessary delays. In the event arrival at Augusta will be during the night, it is requested that you radio to "SANIMARE AUGUSTA" requesting Free Pratique owing to a new ordinance by the Port Authorities which refuses to grant Pratique during nighttime hours.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Pascagoula that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event you are unable to complete the full crew inoculations at your loading port, you are not to delay the vessel from sailing but proceed on your voyage. We can

overcome the inoculations provided, of course, that at the port of Djibouti no crew leave is authorized. You are to retain the crew on board the vessel at all times at the port of Djibouti. Insofar as you will be bunkering at Djibouti for a short period of time, there should be no objections to this procedure. We have had other vessels do the same without complaints.

The following agents will apply at the aforementioned ports for bunkering and for the transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas
CABLES: "BUNKERING" - Freeport

Cardile Bros.
Riva Darsena, 6
Augusta, Sicily
CABLES: "CARBROS" - Augusta

Damanhour Shipping Agency
P. O. Box 126
26 Bresident Choukri el Kuwatli St.
Port Said, Egypt
CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P. O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt
CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P. O. Box 85
Djibouti, French Somaliland
CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport, kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Madras or Vizagapatnam. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32(ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise, the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are:

Ceylon Trading Co. Ltd.
P. O. Box 161
Colombo, Ceylon
CABLES: "BEGHIRSTUA" - Colombo

ONLY COPY AVAILABLE

DEFENDANT'S EXHIBIT AG

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas, with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are:

Shaw Wallace & Co. Ltd.
3, Wittet Rd., P.O.Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay.

The East Coast Indian port agents are:

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
Madras, India CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for immediate discharge upon your arrival at Suez. You are also requested to radio our Suez agents well in advance of your arrival indicating the weight of your fittings and have them, the agents, arrange for immediate disposal upon your arrival Suez, to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN REERECTING IS BOTH COSTLY AND TIME CONSUMING IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means but we have no alternative than to adhere to their requests. In the past our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transiting the Canal to India.

The Ministry of Food & Agriculture, New Delhi, have complained that Masters of some vessels do not send the 'Sailing Reports' giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft and fwd., etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters not only speaks of the non-observances of the Charter Party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who, in the absence of the aforesaid information, cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission.

DEFENDANT'S EXHIBIT AG

For your guidance, the Indian port authorities are very strict regarding vessels' draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Vizagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India, we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Vizagapatnam. You will note that these messages are to be sent only twelve (12) hours before arrival at the Outer Anchorages at the above-mentioned ports. By your radioing Pratique it will afford the vessel with fact acceptance of your Notice of Readiness to discharge through the medium of our agents.

We wish to draw your attention to clause 32 of the attached Charter dealing with radio messages. Please comply with this particular clause as outlined therein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory, and please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or Charter Party, please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and Charter Party by signing and returning duplicate letter attached hereto

In the meantime, we wish you a very pleasant and uneventful passage, and rema

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice President

JFF:nm
Enclosures

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members' possession. If they are not in their possession, they are fined, and there is also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

DEFENDANT'S EXHIBIT AG

December 9, 1964

Captain A. Valentino
Master, SS SMITH EXPLORER
c/o Amerind Shipping Corporation
Marine Building
Houston, Texas

Re: Voyage #13
Charter Party dated October 30, 1964

Dear Captain Valentino:

We are enclosing herewith one (1) unsigned copy of the above-dated Charter Party covering your forthcoming voyage with a cargo of bulk wheat of 10,200 L/T to be loaded aboard your vessel at Houston, Texas, for discharge India.

As we are declaring a quantity of 10,200 L/T of bulk wheat, we ask that you do your utmost in conjunction with the agents and the stevedores to load this declared quantity.

Upon completion of your loading, and when in all respects ready for sea, you will proceed to your discharge port in India via Freeport, Bahamas, for bunkers; Ceuta, Spanish Morocco for bunkers; the Suez Canal for transit, and Djibouti, French Somaliland, for bunkers.

In view of the fact that you will be calling at Djibouti for replenishment of your fuel supply, it is compulsory to have yellow fever inoculations for the whole crew. It is therefore essential that prior to your departure from Houston that the entire crew be inoculated or hold valid yellow fever inoculation cards. If, in the event in order to avoid delay in your departure from your loading port by reason of crew not being inoculated for yellow fever, kindly depart from your loading port advising us by radio the number of crew members that still require yellow fever shots and we will try to arrange to have this accomplished at Ceuta during your bunkering operations at that port.

The following agents will apply at the aforementioned ports for bunkering and for transit of the Canal:

Freeport Bunkering Co. Ltd.
Freeport, Bahamas — CABLES: "BUNKERING" - Freeport

Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco — CABLES: "TYC" - Ceuta

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DEFENDANT'S EXHIBIT AG

Damanhour Shipping Agency
P. O. Box 126
26 President Choukri el Kuwatli St.
Port Said, Egypt CABLES: "DAMANSHIP" - Port Said

Damanhour Shipping Agency
P. O. Box 1
1, Avenue Hellene
Port Tewfik (Suez) Egypt CABLES: "DAMANSHIP" - Suez

Mitchell Cotts & Co. (Ethiopia) Ltd.
P. O. Box 85
Djibouti, French Somaliland CABLES: "MITCOTTS" - Djibouti

Upon your departure from Freeport, kindly radio us time and date of arrival at Freeport plus time and date of departure from Freeport together with amount of fuel on board in each instance. The reason for this is due to the fact that the agents at Freeport do not communicate with us and this information is required for our records.

If you are ordered to a West Coast Indian port please endeavor to load sufficient fuel at Djibouti to enable you to return to Djibouti on your homeward leg. If you are ordered to an East Coast Indian port for lightening and discharge you are only to take sufficient fuel at Djibouti to enable you to reach your lightening port of either Vizagapatnam or Madras. At your lightening port you are to replenish your fuel with a sufficient quantity to enable you to reach Calcutta and return to Colombo on your homeward voyage. We must stress upon you that upon arrival at your lightening port of Vizagapatnam or Madras that your vessel be on proper marks, not overloaded. Please note clause 32(ii) that your forward and aft draft shall not exceed 30 feet. We ask that you arrange to arrive at your lightening port with your aft draft not exceeding 30 feet; otherwise the port authorities are very strict and may fine you for overloading. Have minimum amount of water on board upon arrival at your lightening port.

Our agents at Colombo for bunkering purposes on your homeward voyage are:

Ceylon Trading Co. Ltd.
P. O. Box 161
Colombo, Ceylon CABLES: "BEGHIRSTUA" - Colombo

On your homeward voyage you are to take sufficient fuel at Colombo to enable you to reach Djibouti. At Djibouti you will replenish your fuel so you will be able to arrive at Galveston, Texas, with a maximum of 250 tons remaining on board your vessel. Please bunker accordingly.

Our general agents at India are:

Shaw Wallace & Co. Ltd.
3, Wittet Road, P. O. Box 203
Bombay, India CABLES: "SHAWLACE" - Bombay

who will appoint sub-agents for West Coast ports other than Bombay.

DEFENDANT'S EXHIBIT AG

The East Coast Indian port agents are:

Shaw Wallace & Co. Ltd.
4, Bankshall Street
Calcutta, India

CABLES: "SHIPSHAW" - Calcutta

Shaw Wallace & Co. Ltd.
8/9 Thambu Chetty St.
Madras, India

CABLES: "SHAWSHIP" - Madras

It is of utmost importance that the grain fittings of your vessel be sold at Suez on your homeward leg of your voyage in order to avoid additional Canal Tolls by reason of carrying dunnage and/or grain fittings through the Suez Canal. We suggest and recommend that these grain fittings be stowed on deck uniformly, to be made available for agents well in advance of your arrival indicating the weight of your fittings, and have them, the agents, arrange for immediate disposal upon your arrival Suez to avoid unnecessary delay. With respect to these grain fittings, PLEASE ARRANGE TO KEEP YOUR UNDERDECK CENTRELINE BULKHEAD INTACT AS THE COST OF REPLACEMENT AND THE TIME INVOLVED IN RE-ERECTING IS BOTH COSTLY AND TIME CONSUMING, IF YOUR VESSEL IS ORDERED TO LOAD ANOTHER CARGO OF GRAIN. THEREFORE, SEE TO IT THAT THE UNDERDECK CENTRELINE REMAINS INTACT DURING YOUR DISCHARGE OPERATIONS. Our Suez agents have indicated in various communications to us that the Canal authorities will not assess us for carriage of centreline bulkhead in the vessel provided, of course, we dispose of our fittings in Suez. You know as well as we do what this means, but we have no alternative than to adhere to their requests. In the past, our Masters have been frustrated in their dealings with buyers of grain fittings at various Indian ports, resulting in a very small sum for the sale of these fittings to Indian buyers. Therefore, we may as well take advantage of disposing of them at the Suez Canal and maybe we will obtain favorable reaction from the Egyptian port authorities as practically our whole fleet is transmitting the Canal to India.

The Ministry of Food & Agriculture, NewDelhi, have complained that Masters of some vessels do not send the "Sailing Reports" giving details about the date of sailing, the loading port, the tonnage lifted, the ETA discharge port and arrival-draft aft and fwd., etc. (as provided in the Charter Party), immediately after the vessel has sailed from the loading port. You will appreciate that the aforesaid lapse on the part of Masters of vessels not only speaks of the non-observances of the Charter Party terms (clause 32 of the ISM Format for Dry Cargoes) but also creates a very difficult situation for the Ministry of Food who, in the absence of the aforesaid information, cannot decide about the lightening port to be used and the quantities likely to be lightened. It is essential that you adhere to this particular clause to avoid any repercussions from the India Supply Mission. For your guidance, the Indian port authorities are very strict regarding vessels' draft. Furthermore, in the event you do not receive cable replies from "KHADYAVIBHAG, NEW DELHI" regarding your discharge port or ports, you are then to proceed in accordance with the ports embodied in the bills of lading. The port will probably be either Visagapatnam or Madras for lightening and thence Calcutta for discharge. We suggest that you check with the loading agents prior to your departure asking the destination embodied in your bills of lading, in the event they do not place aboard any cargo documents prior to your departure from Houston.

With reference to your discharge in India, we are enclosing herewith a Pro Forma Pratique Message to be used by you in the event you are ordered to Madras or Visagapatnam. You will note that these messages are to be sent only twelve (12) hours before arrival at the Outer Anchorages at the above-mentioned ports. By your radioing Pratique, it will afford the vessel with a fast acceptance of your Notice of Readiness to discharge through the medium of our agents.

DEFENDANT'S EXHIBIT AG

We wish to draw your attention to clause 52 of the attached Charter dealing with radio messages. Please comply with this particular clause as outlined herein.

We are also enclosing herewith a copy of a letter which we received from our Calcutta agents dated August 1st, said letter being self-explanatory; please be guided accordingly.

If you have any doubt in your mind regarding your voyage and/or your cargo and/or Charter Party, please do not hesitate to communicate with the writer immediately for clarification. Kindly acknowledge receipt of this letter and Charter Party by signing and returning duplicate letter attached hereto.

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice President

JFF:nm
Enclosures

P.S. For your guidance and information, at all Indian and Pakistanian ports the Customs have been apprehending various crew members of our vessels for smuggling radios, etc. and fining them. We presume vessels owned by others have also experienced the same problems. It seems that the affidavit the crew completes prior to vessel's arrival at these ports indicates various articles that they have in their possession, but the Customs do not inspect the vessel until several days after arrival to see whether or not these articles are still on board in the crew members' possession. If they are not in their possession, they are fined, and there's also a possibility of delay to the vessels. Please watch this carefully. The fines are deductible from crew wages. For the past several months practically all our Masters of vessels calling at Indian ports have been subjected to interrogations and delays by Indian authorities investigating the loss and/or theft of various personal articles of various crew members. Please stress upon crew members that they must be very careful in their dealings with Indian Nationals and to protect their articles to avoid fines and/or imprisonment in India.

AH

DEFENDANT'S EXHIBIT AH.

August 17, 1964.

Captain J. R. O'Connor
Master, SS SMITH BUILDER
c/o C. B. Fenton & Co., Inc.
P.O. Box 5025
Cristobal, Canal Zone

Dear Captain O'Connor:

We are inclined to believe that you are a little bit concerned regarding what you may be confronted with upon your arrival at a U.S. port from the United States Coast Guard. We would like you to know that we have not allowed this incident to lay dormant but have been in consultation with our attorneys on and off for a period of several months.

For your personal guidance, our attorneys advise that the Coast Guard will probably conduct a hearing in New Orleans and confidentially, they feel that the outcome or the results of the hearing will mean a fine of approximately $500 for both you and the company. Our attorneys will be in attendance during the hearing and they will try to have the fine rescinded as a fine has already been paid in India. You will also probably receive a slap in the wrist without any suspension of license.

The Coast Guard scrutinized your smooth logs as we did and did not fail to notice the damaging figures pertaining to constants aboard the vessel.

We are writing this letter to you care of our agents in the Panama Canal to try to diminish some anxiety on your part.

The writer will try to be in attendance during the hearing and will see you at that time.

With kindest regards, we remain,

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:jc

DEFENDANT'S EXHIBIT AH

April 23, 1964.

Captain J. O'Connor
Master, SS SMITH BUILDER
c/o Transitos Y Consignaciones, S.A.
Calvo Sotelo, 58
Ceuta, Spanish Morocco

Dear Captain O'Connor:

A Lt. Commander Hamilton of the U.S. Coast Guard, New York called upon us today and during the course of his conversation regarding matters pertaining to other vessels, mentioned the fact that they are aware of your overloading and trial in India. He mentioned that upon your return to the U.S. you will be subpoenaed for a Coast Guard hearing for overloading by 8¾".

The foregoing is for your own guidance and information. If there is anything we can possibly do in the meantime, please do not hesitate to call upon us.

Yours very truly,

EARL J. SMITH & COMPANY, INC.
AS AGENTS

John F. Fitzsimmons
Vice-President

JFF:c

CG 2619
(Rev. 6-48)

DEFENDANT'S EXHIBIT AH

United States of America

TREASURY DEPARTMENT

UNITED STATES COAST GUARD

IN THE MATTER OF LICENSE/~~CERTIFICATE OF SERVICE~~/MERCHANT MARINER'S DOCUMENT NO. _____

ISSUED TO: JAMES RICHARD O'CONNOR, z BK-43220-D1

Eighth COAST GUARD DISTRICT

New Orleans, Louisiana 18 September, 1964

You, JAMES RICHARD O'CONNOR, are hereby commanded to be present at the hearing on the following charges at ~~10:00 A.~~ 2 P.M. on 21 September, 1964 Room 311, Custom House, New Orleans, Louisiana

and to PRODUCE YOUR LICENSE/~~CERTIFICATE OF SERVICE~~/MERCHANT MARINER'S DOCUMENT AT SAID TIME AND PLACE.

Under authority of Section 4450 of the Revised Statutes of the United States, as amended, and the regulations promulgated pursuant thereto, you are hereby charged as follows:

CHARGE: NEGLIGENCE

FIRST SPECIFICATION: In that you, while serving as MASTER on board a merchant vessel of the United States, the S. S. SMITH BUILDER, under authority of your duly issued License/~~Certificate~~ and/Merchant Mariner's Document, did, on or about 25 September 1963 unlawfully permit your vessel to be loaded in such a manner as to submerge the applicable load line approximately 9.6 inches at the foreign port of Freeport, Bahamas and then to be navigated to sea therefrom, in violation of 46 USC 85C.

SECOND SPECIFICATION: In that you, while serving as above, did, on or about 6 October 1963, unlawfully permit your vessel to be loaded in such a manner as to submerge the ~~applicable load line approximately 10.1 inches at the foreign port of Ceuta, Spanish~~ Morocco, and then to be navigated to sea therefrom, in violation of 46 USC 85C

THIRD SPECIFICATION: In that you, while serving as above, did, on or about 17 October 1963 unlawfully permit your vessel to be loaded in such a manner as to submerge the ~~applicable load line approximately 193 inches at the foreign port of Djibouty, French~~ Somaliland and then to be navigated to sea therefrom, in violation of 46 USC 85C.

FOURTH SPECIFICATION: In that you, while serving as above, did, on or about 26 October 1963 unlawfully permit your vessel to be operated with the applicable load ~~line submerged approximately 8.85 inches at the foreign port of Madras, India, and~~ then to be navigated to sea therefrom, in violation of 46 USC 85C.

FAIL NOT HEREIN ON PAIN OF STATUTORY PENALTIES AND REVOCATION OF YOUR LICENSE/CERTIFICATE OF SERVICE/MERCHANT MARINER'S DOCUMENT.

W. J. Spinella

W. J. SPINELLA

(Investigating officer) ICDR, USCG

ORIGINAL—To person charged. YELLOW—To Commandant (MVP). BLUE—For files.

16—66275-2 U. S. GOVERNMENT PRINTING OFFICE

DEFENDANT'S EXHIBIT AH

(DUPLICATE (WALLACE & COMPANY LIMITED, MADRAS

Shipping Department

"Smith Builder" I

File under Voyage #7

SUN/83 1st November, 1963

Captain James R. O'Connor,
Master, s.s. "Smith Builder",
C/o. Messrs. Shaw Wallace & Co. Ltd.,
CALCUTTA.

Dear Sir,

We enclose a copy of the plaint filed against you for over-loading under the Merchant Shipping Act, 1958 by the Principal Officer, Mercantile Marine Department, Madras.

It will be some time before we can get a copy of the judgement, but as soon as this is received it will be sent on to you.

Yours faithfully,
Per Pro SHAW WALLACE & COMPANY LIMITED

Encl:

cc: M/s. Shaw Wallace & Co.Ltd., Calcutta.
cc: M/s. Karl J. Smith & Co. Inc., New York.

Together with a copy of the Plaint.

DEFENDANT'S EXHIBIT AH

BEFORE THE PRESIDENCY MAGISTRATE,
GEORGE TOWN, MADRAS.

C.C.No.15373 of 1963.

Government of India,
represented by
Captain S.L. Kumarbia,
Principal Officer,
Mercantile Marine
Department, Madras. ...Complainant.

Vs. ...Accused.

Captain James R.
O'Conner,
Master, S.S.
"Smith Builder",
a ship under the
United States Flag.

CITY PUBLIC PROSECUTOR
MADRAS.

For Govt. of
India.

DEFENDANT'S EXHIBIT AH

List of Witnesses.

1. Mr. K. Sharma, Engineer and Ship Surveyor, Mercantile Marine Department, Madras-1.

2. Mr. S.B. Bhaman, Nautical Surveyor, Mercantile Marine Department, Madras-1.

DEFENDANT'S EXHIBIT AH

IN THE COURT OF THE PRESIDENCY MAGISTRATE,
GEORGE TOWN, MADRAS.

C.C. NO. of 1963.

Government of India, represented
by Captain S.K. Kumarhia,
Principal Officer, Mercantile
Marine Department, Madras. ... Complainant.

Versus

Captain James R. O'Connor,
Master, S.S. "Smith Builder", a ship
under the United States Flag, berthed
at No.4 Moorings in Madras Harbour ... Accused.

Complaint submitted under Section 313, read with Section 323 and 429 of the Merchant Shipping Act, 1958 (No. 44 of 1958).

.....

1. The Complainant is Captain S.K. Kumarhia, Principal Officer, Mercantile Marine Department, Madras.

2. The accused is Captain James R. O'Connor, Master of S.S. "SMITH BUILDER", a ship now berthed in No. 4 Moorings, in Madras Harbour and the accused is now staying on board the ship. His address for purposes of all notices and processes is Care of Messrs. Shaw Wallace & Co., Ltd., 8/9, Thambu Chetty Street, Madras-1.

3. The ship, S.S. "SMITH BUILDER" has entered Madras Harbour on the morning of 26th October, 1963. She is registered in New York and flies United States Flag. Her gross tonnage mentioned in the Certificate of Registry is 7845. She is not a ship registered in India, but she belongs to a Country to which the International Load Line Convention applies.

4. Under my instructions, Shri S.B. Bhaman, Nautical Surveyor, Mercantile Marine Department, Madras, an Officer appointed under Section 9 of the Act and authorised to inspect the vessel under Section 323 of the Act, boarded the vessel

...2.

DEFENDANT'S EXHIBIT AH

at 1000 hours on 26th October, 1963. The Surveyor inspected the vessel at 1000 hours on 26th October, 1963 in the presence of the Engineer and Ship Surveyor, the Master, and the Chief Officer. The freeboards of the vessel and drafts of water marks were measured and recorded by him in the presence of the Engineer and Ship Surveyor, Master and Chief Officer. These recordings were certified as correct by the said three persons. Document No.1 produced herewith is the aforesaid certified recordings.

5. Madras is in Summer zone now. According to the International Load Line Certificate issued to the ship, under the authority of the United States, under the International Load Line Convention, 1930, the Summer Freeboard of this ship has been fixed at 9 feet 7 inches. Document No.2 produced is the Load Line Certificate issued to the ship.

6. The readings recorded in Document No. 1 disclosed that the actual free-board of the vessel on inspection was 8 feet 10.15 inches after giving due allowance for the density of dock water. The ship was thus loaded beyond the limits allowed under the Load Line Certificate submerging the appropriate Load Line by 8.85 inches, on account of the ship being proportionately overloaded.

7. On detection of the overloading, a statement was recorded from the accused. The accused has subscribed a declaration that it is true and affixed his signature thereto. Document No.3 produced herewith is the aforesaid statement.

8. Such overloading is made punishable under Section 313, read with Section 326 and 436 of the Act.

9. Section 436(2) provides for the imposition of fine which may extend of Rs.10,000/- on the Master of the ship. And it further provides for the imposition of an additional fine not exceeding Rs.1,000/- for every inch or fraction of an inch by which the appropriate Load Line on each side of the ship was submerged or would have been submerged if the ship

ONLY COPY AVAILABLE

DEFENDANT'S EXHIBIT AH

had been in salt water and had had no list.

10. Thus the Master of the ship is liable to be convicted under Section 313 read with Section 323 and 436 of the Act, and sentenced to pay a fine which may extend to Rs.10,000/- and an additional fine of Rs.1,000/- an inch or fraction thereof which works out to Rs.9,000/- for having submerged the ship to a depth of 8.85 inches beyond the limits. Thus the accused is liable for a fine which may extend to Rs.19,000/-.

11. The ship is carrying cargo of wheat and by reason of the submersion of the appropriate Load Line by 8.85 inches, the overload works out to about 453 tons of cargo on arrival at Madras. The rate of freight, as supplied by the Master himself at the time of inspection is 29 United States Dollars per ton. Further this ship ever since it entered the Summer zone on 17.10.1963 has been overloaded to the extent of 18.81 inches which can be seen from the admission of the Master of the ship in Document No. 3 and the same can be easily verified by adding the quantity of fuel and water consumed en route from ship's entry into Summer zone and extent of submersion of Load Line at Madras. Although the Seasonal Summer Load Line was submerged at Madras to 8.85 inches beyond permissible mark, the ship has been overloaded to 18.81 inches since 17.10.1963 on which date she entered the Summer zone. Thus the earning capacity of the ship had increased by about Rs.1,29,360/- by reason of this overloading.

12. Section 447 of the Act provides that the Court may direct the whole or any part of the fine imposed in the case to be applied towards payment of expenses of prosecution. The complainant prays that appropriate direction may be made in that respect.

13. It is, therefore, prayed that this Honourable Court may be pleased to issue urgent summons to the accused for his appearance before the Court and be dealt with according to Law.

... - 4 -

DEFENDANT'S EXHIBIT AH

14. I submit the accused has overloaded his ship to a dangerous extent, the submersion is 8.85 inches at Madras. By such overloading he has endangered the safety of the ship as well as the lives and property on board.

15. I submit that this is a case in which the maximum fine may be levied on the accused under the provisions of Section 440 of the Act.

16. A list of witnesses for the prosecution and a copy of the complaint with a copy of the list of witnesses attached thereto are produced herewith.

Dated at Madras this 28th October, 1963.

Sd/-

(S.K. Kumarhia)
COMPLAINANT.

---000---

DEFENDANT'S EXHIBIT AH

COPY

NAME OF SHIP: S.S. Sha... -

Particulars of free board assigned and extent of overloading

Freeboard as measured at 1000 hours on OCTOBER 26th, 1963.	Port side 9 feet 01 inches Starboard 8 feet 07 inches Mean 8 feet 10 inches Eight feet Ten Inches
Freeboard	
Seasonal marking upto which loading is permitted	SUMMER
Summer freeboard allowed as per Loadline Certificate	9 feet 07 inches Nine Feet Seven Inches.
Allowance for fresh water.	7½ inches Seven and half inches
Density of water.	1024.5
Allowance for freshwater as per density.	0.15 inches.
Meanfree board reduced to salt water.	8'10.15" (8'10" + 0.15") Eight feet Ten Point One Five Inches.
Amount of overloading or submersion of centre of disc in salt water	8.85" Eight Point Eight Five Inches.
	Taken in my presence and agr... above figures are correct.
	Sd/- J.R. O'Connor, MAS S.S. SMITH BUILDER 26/10/63

Sd/- xxxxxxx
C/Mate
10/26/63

R.P. MOORE.

Sd/- K. Sharma
26/10/63
Engineer & Ship Surveyor
Mercantile Marine Department

Sd/- S.D. Bhaman
Nautical Surveyor
Mercantile Marine
Madras.
26/10/63.

DEFENDANT'S EXHIBIT AH

From L.L.O

INTERNATIONAL LOAD LINE CERTIFICATE

Issued by the American bureau of Shipping

Issued under the authority of the Unite of America, Commandant U.S. Coast Guard the provisions of the International Load Line Convention,1930.

Name of ship: s.s. "SMITH BUILDER"

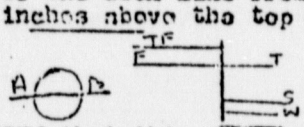
Certificate No.1-7387-5 Official Number 247,121.

Gross Tonnage: 7645 Port of Registry: NEW YORK, N.Y.

	Freeboard from Deck Line			Load Line		
Tropical	9 feet	0 inches		T	7"	inches above S
Summer	9 feet	7 inches		S		Upper edge of line through center of disc.
Winter North Atlantic	- Feet	- inches WFA			-	inches below S

+ Fresh water allowance for all freeboards 7.1/2 inches
(All measurements are to the upper edges of the respective horizontal lines)

The upper edge of the deck line from which these freeboards are measured is NO inches above the top of the STEEL UPPER DECK at side



THIS IS TO CERTIFY that this ship has been surveyed and the freeboards and load lines shown above have been assigned in accordance with the Convention.

This Certificate remains in force until March 14,1967.

Issued at New York on the 5 day of June,1962.

(Sd)
Chief Surveyor

(Sd)
President

(Sd)
Secretary

I have surveyed this ship for the purpose of seeing whether the Certificate should remain in force and the Survey has been completed to my satisfaction.

Signature of Surveyor Place Date

I have surveyed this ship for the purpose of seeing whether this Certificate should remain in force and the Survey has been completed to my satisfaction.

Signature of Surveyor Place Date

.../-

DEFENDANT'S EXHIBIT AH

The provisions of the Convention being fully complied with by this Certificate is renewed till .....

American Bureau of Shipping

Place.....

Date.....

By/_____
Surveyor.

NOTES

1. The Winter North Atlantic Load Line applies for voyages across the North Atlantic Ocean north of latitude 36°N. During the winter months as defined by the Load Line Regulations. The Periods during which the other seasonal load lines apply in different parts of the *

2. This Load Line Certificate will be cancelled if -

   (a) The periodic inspections have not been carried out.
   (b) Material alterations have been made to the hull or superstructure's which would affect the calculations determing the position of the load lines.
   (c) The fittings and appliances for the protection of the openings guard rails, freeing ports or the means of access to the crews quarters have not been maintained in as effective a condition as they were when the Certificate was issued.

3. When this Certificate has expired or been cancelled, it must be delivered to the Assigning Authority.

Appliances for closing access openings in bulkheads at ends of detached superstructures.

Forecastle No openings.

Temporary appliances for closing openings in superstructures decks.

x
x

* world are as stated in the Load Line Regulations.

NOTE: + In accordance with the Load Line Regulations the disc and lines must be permanently marked by center punch marks or cutting.

Where seagoing steamers navigate a river or inland water, deeper loading is permitted corresponding to the weight of fuel, etc required for consumption between the point of departure and the open seas.

Upon the expiration of the certificate renewal must be obtained as provided by the Load Line Regulations and the certificate so endorsed. Endorsement should also be made in the spaces provided on the occasion of each annual inspection required by the Load Line Regulation.

DEFENDANT'S EXHIBIT AH

(Document No.3.)

STATEMENT

Inq.3 (India)

Name: James R. O'Connor

Designation: Master, s.s. "SMITH BUILDER"

Grade of certificate: Master of Steam & Motor Vessels.

No. of certificate: Ser.No. 303170 File No.L-82181 Issue No.3-6.

Certificate granted by U.S. Coast guard.

In this ship for since 5th February 1963.

examined on solemn affidavit states

That the vessel sailed from Baton Rouge, Louisana on 22nd September 1963 loaded with 10,200 Long Tons bulk grain with 1816 Barrels of Fuel oil, 225 Tons of Fresh water with a loaded draft of 27'00" Forward, & 31'07" Aft. The vessel touched the ports of Free port Bahamas Centre Spanish Morocco, and passed the Suez Canal, and the last port of call was Djibouti. We arrived at Djibouti on 16th day of October 1963 at 1500 hours. There was on board on arrival at Djibouti 1160 barrels of Fuel Oil and 145 Tons of Fresh water. We took at Djibouti 6200 Barrels of Fuel oil and 200 Tons of Fresh water. On departure Djibouti on the 17th of October 1963 at 0054 hours, there was on board 7333 Barrels of oil and 345 Tons of Fresh water. We sailed from Djibouti on a course off the coast of Africa through the Gulf of Aden having passed the Longitude of 45° East at 0900 hours on the 17th of Oct. '63 and were followed a Rhumbline course headed for Dondra Head Light and again having passed the Minikoi Island Light at 0300 hours on the 22nd October 1963 at a distance of about 13 miles abeam of the vessel in Latitude 8° North. We arrived outside the Madras harbour at anchorage at 1822 hours Indian Standard Time on the 24th of October '63, with 4550 Barrels of Fuel oil and 230 Tons of Fresh water on board. The vessel was berthed at No.4 Moorings at 0830 hours on the 26th October 1963 when the freeboard of the vessel was taken in my presence and found to be 8 feet 10 inches in density of 1024.5. The vessel was overloaded. The quantity of Fuel Oil on board at 1000 Hrs. on 26th October '63 was 4436 Barrels and the Fresh water was 225 Tons. The evaporator was started at the Madras anchorage on arrival and have since made about 35 tons of Fresh water through the evaporator.

Prior to arriving at Djibouti I received instructions from my owners that I can enter my discharge port with 30 foot deep draught only. Due to the distribution of the cargo, which resulted in a six feet drag and a draught of 31'06" aft, it became necessary to trim the vessel to the required draft of 30'feet by filling up the Fore Peak Tank and Nos.1,2 & 3 Double Botton Tanks, and maintaining the same condition upto arrival at the discharge Port. This resulted in the vessel arriving at Madras 8.25 inches loaded below her Summer marks. I fully realise that it is dangerous to have overloaded the vessel in this manner. I accept the responsibility of loading the vessel in this condition and I fully accept the free boards taken in my presence by the Surveyors of the Mercantile Marine Dept.

I am going to ask you a few questions, you are not obliged to say anything unless you desire to do so; but whatever you say will be taken down in writing and may be used in a Court of Law as evidence.

A. I agree.

DEFENDANT'S EXHIBIT AH

Q. Are you fully aware that it is in contravention of the International Convention of Load Lines to load the vessel beyond the permissible seasonal Load Line marks.

A. Yes, I am.

Q. After leaving Djibouti and on crossing the Longitude of 45° East, the vessel was loaded beyond the Seasonal Summer Load Line marks. Are you aware of it and did you know this fully before leaving Djibouti.

A. Yes, I did.

Q. What was the consumption of oil and water from Departure Djibouti to the Longitude of 45°East at 0900 hours on 17th Oct. '62.

A. 120 Barrels of oil (18 tons) and 5 Tons of water.

Q. From the oil & water figures given by ye. it is seen that you had on board a quantity of 7218 Barrels of Fuel oil and 340 tons of Fresh water on crossing the Longitude of 45°East.

A. Yes, I agree.

Q. It is seen that your consumption was 2662 Barrels of Fuel Oil and 110 tons of Fresh water from your passage from a position of 45°East to Madras anchorage, which is a total of 510 tons for the passage. Do you agree.

A. I agree.

Q. What is your Tons per inch at your Summer Draught.

A. 51.2 Tons per inch.

Q. From the above it is Seen that the vessel was summerged to the extent of 9.36" more than your arrival at Madras when you crossed the Longitude of 45°East and entered the Summer Zone in the Arabian Sea and connecting ocean.

A. I agree.

Q. The vessel was found to be overloaded beyond the permissible Summer Load Lines at Madras to the extent of 8.25" inches after allowing for the density. Do you agree.

A. I agree.

Q. The freeboard as ascertained in your presence at Madras on 25th October at 1030 hours was found to be Portside 9'02" and Starboard side 8 feet 7 inches, mean Freeboard 8'10" in water of density 1021.5. The Forward draft 28'9" and After draft 29'6". Do you agree to these figures.

A. Yes, I agree.

Q. What is your Fresh water allowance and your permissible Summer Freeboard as per your Load Line Certificate, issued by the American Bureau, at New York.

A. F.W. Allowance 7" and Summer Freeboard is 9'07".

Q. What is your Fuel consumption and water consumption per day at Sea.

A. Fuel consumption 360 Barrels (57 tons) per day and Fresh water of deck & Engine Room is about 20 tons per day at sea.

...3/-

DEFENDANT'S EXHIBIT AH

Q. What is the vessel's speed?

A. Average speed about 15.26 knots.

Q. What is quantity of fuel required for your passage from Djibouti to Madras & how much safety margin do you consider necessary.

A. The passage was of 7 days 14 hrs. 36 mts. & I considered 25% above this requirement for all contingencies.

Q. What is your Summer Deadweight.

A. 10636 Tons.

The above statement made by me has been read to me and I declare that it is true to the best of my knowledge and belief.

I have no objection to a copy of this statement being supplied to persons or bodies requiring it for legal and rightful purposes.

Taken before me this 26th day of October 1963 at Madras.

Sd/- J.R. O'Connor
Signature of deponent.

Sd/- S.B. Bhawan
Nautical Surveyor
Mercantile Marine Department,
Madras.

DEFENDANT'S EXHIBIT AH

EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

Seventeen Battery Place, New York 4
Telephone: HA 2-6130
CABLE: EARLSMIT NEWYORK
TWX: NY 1-5861

S.S."RUSSELL L."

10 September 1964
Madras, India

Mr. John F. Fitzsimmons
Vice President
Earl J. Smith & Co. Inc.
17 Battery Place
New York 4, N. Y.

Dear Mr. Fitzsimmons;

Just a few lines to let you know of a few problems that I have encountered in the Port of Madras which may be helpful for other ships that may call here.

It is advisable for ships calling here to arrive with as much fresh water as possible due to a water shortage however, if such causes the ship to be overloaded they will be fined. I have been fighting for water ever since my arrival and even threatening that ship may have to shut down due to no water for Boilers but it does not disturb them in the least. I have received 37 tons so far and still fighting for it.

The port of Madras is very strict pertaining to the vessels load line (overloading) andnthe S.S.Trans. Bay was fined 21,000 Rupees ($4000,00)

I left Colombo with 4000 Bbls. and arrived here exactly on my marks. Of course I have been here since Sept. 4th. and will probably sail by the 12th. and I did not figure this much lay time for this port. Providing I do not lay in Calcutta too long I am still alright to return to Colombo. Any great delay in Calcutta and I will need fuel.

They are going to discharge approximately 5000 tons here to leave with a draft of 19Ft. 6 inches.

So far it has been a very good passage and we arrived here at the right time as there are grain ships anchored outside that will not get to berth for two weeks.

I have just found out from the Agent that you are well aware of what I have just written as several of the Company ships were fined for being overloaded. Everybody wants something for nothing and if they cannot get it one way then they will the other way.

DEFENDANT'S EXHIBIT AH

ARL J. SMITH & COMPANY, Inc.

Steamship Brokers, Agents and Operators

S.S."RUSSELL L."

Seventeen Battery Place, New York 4
Telephone: HA 2 5130
CABLE: EARLSMIT NEWYORK
TWX: NY 1-5861

Hoping th at the Voyage will continue as it has been and wishing you the best of health

Very truly yours,

C. W. Brooks
Master

DEFENDANT'S EXHIBIT AH

s.s. Saith Tourist
July 13th 1963

Earl Smith Co. Inc.
17 Battery Place
New York, 4 N.Y.

Dear Sirs;

According to your mailing letter you requested the I load 10,200 tons, Capt. Nilsen figured that 10,100 wood be a maxium he get by with.

The vessel was sitting in the mud at the berth in Galveston and the Surveyor said if we loaded more than 10,100 he would have to ride the ship out in the stream and masure the draft and freeboard and if we were any overloaded we would have to return and discharge. So I decided to let well enough alone. After DAMS a hose was hooked and an aditional 90 tons of water was taken.

In Freeport you are out in the surf and it is impossible to read the draft so you can load what you want.

At Ceuta they inform you that your vessel is overloaded and after a present of a few cartons of cigarettes they do not bother you.

At Port Said the Egyptians are in a very dangerous mood and it is possible for anything to happen. Every trip you find new and more regulations in the canal. How ever that is in the tropical zone so you have a safety margin.

Now then Aden that is another question, from May 21st to Sept. 15th and Oct. 16th to Nov. 30th the Indian ocean is in the Summer zone. I have been worried about this all the trip but Capt. Nilsen said they did not bother him. However he was carrying 130 tons less cargo and could load to tropical at the time he was there.

After waiting three hours the pilot came out checking the plimsol marks and told he would not take me in as we were then on Summer marks and would not be allowed to load any fuel or water. I told him I would have to pump out water to take fuel to get to Bombay. He insisted on looking at the store list to see how much I declared then condesended to take us in to the Bouys. It took three hours to tie up. I went to see the Agent and he suggested that I talk to the harbor master whom he described as a reasonable fellow. I explained that a very minium of fuel and water to get us to Bombay would put us over the marks after talking a while he agreed not to hold us for one or two inches but not over that. I returned to the vessel and had a port list put on the ship and hired a bumboat to tie up along side the submerged port plimsol mark. When the pilot came aboard he satisfied him self by checking the starboard side closly not noticing the list. We sailed four or five inches over the summer marks.

This could be quite embarassing as I understand that a Greek was held for three days forced to discharge oil and pay a fine.

I understand this can be avoided by bunkering in Djibouti as they are not interrested in what you do at. Only in calling at West African port the crew has to have Yellow Fever shots three weeks before arriving in India or the ship will be quarintined.

Had I have loaded the 10,200 tons as requested the ship could have encountered

DEFENDANT'S EXHIBIT AH

very serious and expensive difficulties.

This call at Bombay will be quite expensive, port and pilot fees the additional cost of oil and the cost of barging it out to the ship besides a day lost and the extra 150 miles steaming time then to the Norfalk with 12000 tons will get ahead of us a few hours.

Please dont think I am being critical I am only pointing out the facts as we see them for your information.

I am hoping to get in and out of Bombay at night in order not to have any difficulty with the draft as we will be near our Summer marks when arriving.

On sailing from Bombay it will be necessary to have on board the following;

Grain	10,100
Stores	100
Bombay to Bhavnagar fuel	30
Fuel 20 days in port	150
Fuel Bahvnagar to Aden	215
Total	10,645

our Summer deadweight is 10,648 so you can see that any water we carry will put us over the marks. I am planning to use the evaporator and I have conected the boat deck scuppers to the filling lines in order to catch rain water. The engineers have been working on the evaporator and I think it is going to work satisfactoryly.

The Indians are verystrict at enforcing the law but are not to hard to bribe, by the way does my salery go on when I get in jail and who pays the fine should we get caught.

The crew is quite good not giving any trouble yet and working . The engineers are average nonesthat you could say were bad. The Chief Mate and one third mate are very good men. Second Mate Conners and third mate Florence are useless taking very little interrest in the ship or their work. I cannot trust either of them. The Stewards Dept. is above average.

We have accompolished quite a bit of work on deck and in the engine room having to use overtime on deck as we sailed two men short in the deck department.

In order to give you a more comprehensive picture I ask the Chief Officer to write a letter along these lines which I am enclosing.

Faithfully yours

W.T.Lang Master

EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

362a

DEFENDANT'S EXHIBIT AH

Seventeen Battery Place, New York 4
Telephone: HA 2-6130
CABLE: EARLSMIT NEWYORK
TWX: NY 1-5861

S.S. Smith Tourist
At Sea
July 14, 1963

Earl J. Smith & Co.
17 Battery Place
New York 4, N.Y.

Dear Sirs:

Following is a brief summary of this voyage to date.

Finished loading at Galveston 6/18, loading 10, 102 tons of wheat. Had 2263 bbls. fuel oil and 105 tons water.

Sailed with	Cargo	10,102
	Stores, etc.	100
	Fuel	343
	Water	105
	Total	10,650 tons and right on the summer marks.

Arrived Freeport, Bahamas 6/21 and sailed the same day after taking 2996 bbls. fuel oil and 100 tons water.

Sailed with	Cargo	10,102
	Stores, etc.	100
	Fuel	661
	Water	175
	Total	11,038 390 tons or 7½ inches over the marks.

Arrived Ceuta, Sp. Morocco 7/2 and sailed the same day after taking 2972 bbls. oil and 60 tons water.

Sailed with	Cargo	10,102
	Stores, etc.	100
	Fuel	576
	Water	100
	Total	10,878 230 tons or 4½ inches over the marks.

Arrived at Port Said 7/7 and took 280 tons water. Transitted canal and Departed Suez 7/8 with

	Cargo	10,102
	Stores, etc.	100
	Fuel	296
	Water	340
	Total	10,838

Luckily at Freeport due to heavy swells draft is difficult to read and at Ceuta they were not too concerned. Port Said is on Tropical marks so there again had no trouble.

Arrived at Aden 7/12 and here ran into difficulty. As you probably know, Aden is an English territory, and they go strictly by the letter of the law. At this time Aden is in Summer Zone, allowing this vessel to lift 10,648 tons which is about what we had arriving. From previous messages recieved, vessel was requested to take sufficient bunkers and water for the run to Bhavnagar, discharge there, and return to Aden. This was impossible.

DEFENDANT'S EXHIBIT AH

EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

Seventeen Battery Place, New York 4
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Cargo	10,102
Stores, etc.	100
Fuel needed	635
Water needed	400
Total	11,237

589 tons or 11½ inches over the marks.

We took 2000 bbls. fuel oil and pumped out 60 tons water.

Sailed with	Cargo	10,102
	Store, etc.	100
	Fuel	414
	Water	230
	Total	10,846

198 tons and 4 inches below marks.

By listing vessel slightly to Port and hiring a bum boat to stay alongside Port marks, and luckily vessel has a 5 to 6 inch hog. Finally managed to sail from Aden after 2 hours delay awaiting a Pilot.

Vessel will arrive at Bombay just about on her Summer marks and most certainly hope there will be no difficulty here. Will require 300 tons fuel oil, 200 tons water to discharge, figuring 20 days, and returning to Aden. This again will put vessel 10 inches below her marks.

Last night, 7/13, Port bilge keel came loose to what extent is not known at this time.

Respectfully,

P. Lobbregt

Preston G. Lobbregt
Ch. Mate

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EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

Seventeen Battery Place, New York 4
Telephone: HA 2-6130
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From W.I. Lang Master
S.S.Smith Tourist
Aug. 29th 1963

Dear sirs;

On arrival at the loading berth in Houston I told the shippers represenative that we would lift 10,200 tons or more. I told this party that I suspected that the Chief Engineer had excess water and oil aboard but to load 10200 tons reguardless of the draft and I would ajust the draft by pumping out water.

We were advised by the office that the loading would be finished at midnight, however the men on the dock said it would be more like four or five am. I set the sailing board for 0600. They completed loading at 0445 and at 0610 the ship was ready to sail including tug boats and pilot.

The Surveyors came aboard when the loading was finished and started to argue about the weight of the cargo by draft. The shippers represenative contended that they had weighted out 10200 tons plus ½ percent for spillage. Mr. Rutherford surveyor for the Indian government contended that there was only 10130 tons aboard.

We did everything to cooperate with these people, I told them we would cancil the sailing and they could complete the loading. They said that there was not any more cargo a available. I politely told them they were delaying the ship and the tugs and overtime was running into money. Theyrsaid that I did not have any business setting the sailing so close to the completion of loading that they some times took four or five hours to survey a vessel. I told them they should have notified me ahead of time so I would not have ordered tugs and had the crew standingby.

Mr. Rutherford insisted that I give him a letter stating that the vessel was not loaded I told him I wuld do nothing of the kind and when he continued to insist I called Mr. Fitzsimmons who agreed with me.

A survey of the ship showed that the Engineer had aboard 224 tons of water instead of 90 tons he was supposed to have, and 247 tons of oil. The ship was 3/4" light of her marks. The draft. was 29'11" forward, and 30'01" aft, a mean of 29' water density 1006 giving a freshwater allowance of 5½" freeboard was 9'3½"
I told them after talking on the phone to New York that if they wanted any more informatio I would give it to them otherwise I was sailing if they wanted to stayon any longer I was writing a letter putting them on notice. They left reluctantly and I sailed imediately.

It is my opinion that the cargo is on board, First I cannot find any notations on the blueprints where they were changed when the vessel was modified removing the deck and tanktops in # 3 also the bilge covers in other hatches. This would leave the deadweight the same but would allow the ship to lift more cargo. Second the slip was silted up with blackooze which could have suported some of the weight even though the ship moved off the dock when the lines were slacked.

I Couta I will make a careful check of the weights on board and the draft and advise you of any change.

Faithfully yours

W.I.Lang Master

DEFENDANT'S EXHIBIT AH

EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

17 Battery Place, New York, N. Y. 10004
Telephone: HA 2-6130
CABLE: EARLSMIT NEWYORK
TWX: NY 1-5861

EARL J. SMITH & COMPANY, Inc.
17 BATTERY PLACE
NEW YORK 4, NEW YORK

SS. SMITH TOURIST
MADRAS, SEPT. 26, 1964

Gentlemen:

We arrived at 1824 at the outer anchorage of Madras Sept. 24, tried our best to make it by 1600 so we would be able to give our notice of Readiness, but our best was not quite good enough, expected to lay around for a few days, seeing about eleven ships at anchor, fotunately none had grain and we were able to dock yesterday morning for discharging. Our draft was 27'-02 and 30'-04, that is the best what can be do and believe me we tried everything, ballasted forepeak and number one double bottoms fuel in the settlers amounted to 399 Bbls.

One suggestion I would like to make to adjust our draft a bit easier, would be to cut down the after part of number four bins, about 100 to 150 tons and built bins in number one hatch for that amount of cargo to hold, as it was I did not encounter any difficulty with the Port Authorities as we began discharging right of the bat, a couple cans of beer and a few cigarettes probably helped along also to ease the pains.

Expect to lighten about five thousend tons then take bunkers and we should be on our way to Calcutta ~~XXIX~~ early Wednesday, so lets hope that we do not have to lay for too many days at Sandheads.

No trouble with our stowaway up to now, I informed thr Port Registration Officer that we had him abpard and again a drink and a carton cigarettes did the trick in this port, maybe that Calcutta will work the same way.

Have stemmed 450 tons of bunkers, nobody has an Idea of number of days we will /315 at Calcutta,

Enclosed find the last two draw lists and a copy of notice to the Port Registration Officer, also a couple Engine abstracts.

Sincerely yours

F. W. HOHLE, MASTER
SS. SMITH TOURIST

DEFENDANT'S EXHIBIT AH

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EARL J. SMITH & COMPANY, Inc.
Steamship Brokers, Agents and Operators

S.S. SMITH PILOT

C C
F.K.
C. Mac
R. G.

Seventeen Battery Place, New York 4
Telephone: HA 2-6130
CABLE: EARLSMIT NEWYORK
TWX: NY 1-3861

March 9, 1964

Mr. John F. Fitzsimmons
Vice-President
Earl J. Smith & Co., Inc.
17 Battery Place
New York City 4, N.Y.

Dear Sir:

Just a few lines to tell you that everything went well disembarking the 2 Crew members. I am sorry that I had to go to New Orleans but there was nothing else I could do as his arm was broken badly and I couldn't wait to put him off anywhere else as he surely would call that,"Improper Medical Attention" when he sues and they all sue as you know. I think everything happened for the best as that Oiler was pretty bad and was beefing every chance he got and with anyone, I didn't want to put him in Irons as by the time he gets to the Public Health they will probably give him a "Fit for Duty as is the usual routine. I think that the rest of the crew will take a good lesson from the above, I also shook the ship down from stem to stern and got 6 quarts of Canadian Club and a few cases of Beer which is now in Davey Jones locker.

We are gettin good speed now and I hope to make a 16 knot average so if I can that will make a fast turn-around.

That 10,200 is pretty rough and I was worrying about making it but I think that Texas Nautical Co. has a connection as no one showed up to check our draf or I would have had to do some fast talking.

We went through Bi-annual in one day and come out pretty good without havin to spend very much money. Well, don't know anything else at this time except hope you find a cargo for return.

DEFENDANT'S EXHIBIT AI.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

- x

ANNE QUINN CORP. and EARL J. SMITH & CO., INC., n/k/a U. S. BULK CARRIERS, INC.,

Plaintiff,

71 Civ. 2924

- against -

(D.B.B.)

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY,

Defendant.

- x

Deposition of witness FRANK B. HALL & CO., INC., by JOHN D. LUCEY, vice-president, taken by defendant pursuant to notice dated December 13, 1972, and stipulation of adjournment, at the offices of Messrs. Thacher, Proffitt & Wood, 40 Wall Street, New York, New York 10005, on January 31, 1973, at 2:50 p.m., before Frank W. Parker, a Shorthand Reporter and Notary Public of the State of New York.

DEFENDANT'S EXHIBIT AI

as if signed and sworn to before a Justice of this Court.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to form, are reserved to the time of trial.

oOo

J O H N D. L U C E Y, called as a witness by defendant, having been first duly sworn by the Notary Public (Frank W. Parker), and stating his address as 42 Haddonfield Road, Short Hills, New Jersey, testified as follows:

EXAMINATION BY MR. KALAIDJIAN:

Q Mr. Lucey, are you an officer of Frank B. Hall & Company?

A Yes, I am an officer--I am a director and vice-president of Frank B. Hall & Company of New York Incorporated.

Q What are your duties as a vice-president of that concern?

A My duties are in the Marine Department of the company. On the brokerage side as against the loss side.

Q Your duties basically involve broking marine risks?

A Yes.

DEFENDANT'S EXHIBIT AI

Q What was your position with Frank B. Hall & Company during the year 1964, let's say, anytime up to August, of 1964?

A I believe I was ~~the~~ a JDL vice-president of the company at that time, but I had a more junior position than I now have, and my responsibilities were related to other more senior people. In the instance here, it was related as an assistant, so to speak, to the producer of the business who at that time, I believe, was president of the company, our company, Frank B. Hall.

Q What was that man's name?

A Mr. B. Lytton Johnston.

Q Were your duties in 1964 also basically the broking of marine insurance risks?

A Yes.

MR. MESHEL: Let me interject one bit here.

Mr. Barish has called, and through his office. He hasn't personally called, but his office called and advised he thought it was over and asked that I make a stipulation--not a stipulation but a statement for the record that he reserve the right to pose any additional questions to this witness if he sees fit at some later time due to the fact he is not going to be here today.

DEFENDANT'S EXHIBIT AI

Q As of 1964, approximately how many years had you been occupationally engaged in broking marine risks?

A Approximately 15 years.

Q Would you describe generally what in your view the term "marine risks" includes.

A Generally, I would call them ship owner's risk.

Q Could you break that down to us. What are some of the kind of marine risks that you have insurance during your--

MR. MESHEL: Are you talking about marine risk in general?

MR. KALAIDJIAN: Yes.

THE WITNESS: Well, the first division would be a division between property and liability. A ship owner (~~his~~) ~~insurance~~ insures JDL his property under a hull form and he insures his liability under a separate liability form called a protection and indemnity JDL policy and above that he carries excess limits if he so chooses--requires.

In addition, there are other interests of owners relating to--

Q Freight, for instance?

A --collect freight, strike insurance, disbursements insurance, anticipated profits insurance.

DEFENDANT'S EXHIBIT AI

Q All right.

Now, in the context of what is a marine risk, does the industry draw any distinction between a protection and an indemnity policy and an excess protection and indemnity policy?

A Well, the ex' it is usually in the limit of liability. One being primary and one being in excess.

Q In other words, the only difference is in the level of the monetary level of coverage, the primary covers the first stated amount and the excess covers above that amount?

A Yes, that is generally so. The excess underwriter usually will write his excess policy subject to the coverage of the primary underwriter, subject to the conditions in the primary policy.

Q Now, in the Frank B. Hall firm, do the same people, that is, the same brokers handle ocean marine excess insurance as handle primary hull and P and I?

A Primary hull is a poor term, I think.

Q All right, let's talk about P and I then.

A Yes, I would say the same people would broke a primary risk as an excess risk.

Q In the field of marine insurance are there any rules of which you are aware that apply to the procurement

DEFENDANT'S EXHIBIT AI

of marine policies in respect of disclosure of material fact?

A Yes.

MR. MESHEL: Where are we getting, question of insurance law? Are you qualifying this man as an expert of insurance law?

MR. KALAIDJIAN: I am not asking him about insurance. I am asking him whether in the industry whether there are any rules in the industry which pertain to the disclosure of facts in the procurement of marine insurance.

MR. KOSHEL: Are you speaking of rules that are unique to ~~the~~ marine (Koshel correction) insurance or insurance generally?

MR. KALAIDJIAN: What he knows as a marine broker about this subject, as an experienced marine broker.

MR. MESHEL: Have you defined--we are talking about, here about rules. That is what I am not clear about.

MR. KALAIDJIAN: About rules or principles. It is up to the witness if he understands the question.

MR. KOSHEL: I object to the form; but go ahead and answer it.

THE WITNESS: Well, it is one of the duties

DEFENDANT'S EXHIBIT AI

or a broker to present to the underwriter information as requested by the underwriter and such information that would allow the underwriter to form a judgment whether he wishes to accept the risk.

BY MR. KALAIDJIAN:

Q Is it your understanding of the principles that the broker's duty extends only to such information as the underwriter requests in marine insurance?

A No, I don't think so. I think that the broker has a responsibility to present all material facts.

Q And that same responsibility dissolves upon the prospective insured on whose behalf the broker is accounting to, does it not?

MR. KOSHEL: Would you read that question back.

MR. MESHEL: I object to the form of the question.

MR. KALAIDJIAN: All right, I withdraw the question.

THE WITNESS: Should be asked of him.

MR. KALAIDJIAN: I will withdraw the question.

Q In 1964, were you acquainted with the Marine Department of the American Manufacturers Mutual Insurance

DEFENDANT'S EXHIBIT AI

Company?

A Yes.

Q During that year, did your firm place any marine insurance business with American Manufacturers Mutual Insurance Company?

A Yes.

Q Do you know who the person in charge of the Ocean Marine Department at American Manufacturers at that time?

A I believe it was John Blackman.

Q In 1964, how long had you known Mr. Blackman?

A Can I answer approximately?

Q Yes, approximately.

A Five to ten years.

Q All right.

Had you known Mr. Blackman basically as a writer, an underwriter of marine risks?

A Yes.

Q Had you dealt with anyone else in the American Manufacturers Marine Department concerning marine risks up to 1964 besides Mr. Blackman?

A I am sure I dealt with one or more of his deputies.

Q Did you in 1964 have any conversations with Mr. Blackman concerning an ocean marine excess policy which you

DEFENDANT'S EXHIBIT AI

put that in quotes--all of Mr., quote, you know, Johnston's files on this subject were marked "Do not destroy" and were boxed for the move.

Neither she nor I have been able to find those files after having searched all logical spaces at 88 Pine Street, a room that we continued to occupy at 67 Wall Street, and the warehouse on Stone Street where we file old files, files that are older than three years.

Q Did you speak with anyone in the P and I adjusting department of Frank B. Hall & Company as to whether they had any open files on this--

A I did.

Q --case?

Whom did you speak with?

A Mr. John Gallagher.

Q What did he tell you?

A He told me that all of the files on this matter had been kept by Mr. Johnston.

Q Now, did Frank B. Hall & Company have an account for Anne Quinn Corporation or Earl J. Smith & Company in 1964?

A Yes.

Q Did you have an account for both of those companies or did one company act in behalf of both?

DEFENDANT'S EXHIBIT AI

How did that work?

A I would say that one company acted in behalf of both.

Q Which company acted for both?

A Earl J. Smith & Company.

Q Did you service yourself the Earl J. Smith & Company account?

A Not entirely; no. I serviced it or I assisted Mr. Johnston in the servicing of that account.

Q You participated as an assistant to Mr. Johnston on that account?

A That's correct.

Q Did you by chance speak with Mr. Johnston to ask him if he knew where those files are that you mentioned a few moments ago?

A Yes, I did.

Q What did he say?

A He indicated that the last he had seen of them had been when they were boxed for the move.

Mr. Johnston has not been in the office regularly this past year and I spoke with him following the question that I had raised with the secretary, and he telephoned me about the matter, and I told him that I needed the files, could he help. And he referred me to his secretary

DEFENDANT'S EXHIBIT AI

and said they had been reposing on the radiator behind his desk at 67 Wall Street for months, and he was sure that they were marked "Do not destroy," and it was just one of these situations that happened with the move, that I am sure they will turn up some day, but--

Q All right.

Now, did you deal on marine insurance matters with anyone in particular at Earl J. Smith & Company in 1964?

A Well, I dealt jointly with Mr. Johnston, with Earl J. Smith and there were several names--I can't recall now--who were interested in insurance matters, insurance manager of the company; yes.

Q Prior to August, 1964, did the Earl Smith Company have a bumbershoot type coverage with American Manufacturers Mutual?

A In the absence of my files, I can't answer that. I just don't recollect when the coverage started or when it started with American Manufacturers.

MR. KALAIDJIAN: All right, as a focus for further questions, would you, please, mark this policy as Lucey's Exhibit B.

(Ocean Marine Policy No. DE 3540, marked Defendant-Lucey's Exhibit B for idertificatior, as of this date.)

DEFENDANT'S EXHIBIT AI

BY MR. KALAIDJIAN:

Q Mr. Lucey, did you participate in any discussions with anyone at American Manufacturers leading to the issuance of Exhibit B which I place before you (handing)?

A By noticing the policy period covering one year from August 13, 1964, to 1965, and recalling my general duties at that time, I am sure that I had some part in the broking of this policy.

Q Did anyone else at your office also have a part in the broking of that policy?

A Again, my best recollection would have to relate Mr. B. L. Johnston, probably my assistant, JBL and our policy preparation department that probably put this form together JJL

Q What part of Exhibit B was put together by your form department? The part you have in your hand now which is the basic printed coverage, would that have been put together by your department?

A This would have been prepared by--

Q That is--the flimsy endorsement which is the last.

A It's a policy endorsement, yes. In some instances Frank B. Hall will prepare the policy for signature by the underwriters. I can't tell from this. If there was a jacket, I can usually tell our policies if there is a

DEFENDANT'S EXHIBIT AI

THE WITNESS: I do.

BY MR. KALAIDJIAN:

Q Did you prepare or caused to be prepared the questionnaire which is represented by Plaintiff's Exhibit 1, I mean the answers to the questionnaire?

A I am sorry, would you restate the question.

Q Yes.

MR. KALAIDJIAN: Read the question back, please. Strike the question. Let me put it another way.

Q Did you prepare the answers which appear on the questionnaire marked Plaintiff's Exhibit 1?

A Well, I don't recollect doing this. I recognize my signature. It may have been repeated information from the year before application--I just don't recollect doing this particular thing, but I am sure that working with Mr. Johnston and developing what information we didn't know we consulted with our assured.

Q I was coming to that.

Who would you have consulted with at the office of the assured to obtain the information to answer the questionnaire?

A Mr. Earl Smith or his manager of the insurance department.

DEFENDANT'S EXHIBIT AI

Q What was the name of the insurance department manager?

A I don't recall.

Q Did you speak personally with any one at Earl Smith to obtain information required to answer the questionnaire?

A I don't recollect it.

Q Would speaking to the assured to obtain information to answer a questionnaire be within the scope of your duties at that time as an assistant to Mr. Johnston?

A Yes, it would.

Q Approximately when did the assured indicate to the Hall firm--strike that out.

At sometime during 1964, did the assured indicate to the Hall firm its desire to obtain the coverage represented by Exhibit B?

A I don't recollect any such ~~confirmation~~ conversation JDL.

Q In simple terms, what I am asking you is how did you happen to seek this coverage from American Manufacturers.

A I don't remember, I am afraid--how did I happen to seek--

Q How did it come about that you saught this coverage. Did you get a request from Earl Smith?

DEFENDANT'S EXHIBIT AI

MR. KOSHEL: For what, to obtain this particular policy?

MR. KALAIDJIAN: Yes, or this type of coverage.

MR. KOSHEL: If you recall.

THE WITNESS: I would venture an opinion that we renewed--

MR. KOSHEL: I am going to instruct the witness to refrain from venturing any opinions and to answering the question to the best of his ability.

MR. KALAIDJIAN: Let me ask the witness.

BY MR. KALAIDJIAN:

Q Prior to August 13, 1964, was there in effect a similar policy issued, which had been issued by American Manufacturers to Anne Quinn or Earl J. Smith & Company?

A Since I was unable to find any files for 1964 or before, I cannot answer that.

Q Would you, please, take a look at this document which has been marked Plaintiff's Exhibit 2 under date of October 5, 1971, and tell me whether that refreshes your recollection that there was a predecessor policy to Exhibit B (handing).

A Yes, that refreshes my recollection, and I would answer that the 1964 policy was a renewal of this

policy. DEFENDANT'S EXHIBIT AI

Q All right.

In the ordinary course of events at your firm, when a policy is approaching its expiration date, do you get in touch with the insured to inquire whether they want you to seek a renewal?

A Yes, that is ordinary.

Q Do you know who did that in the case of Exhibit B?

A No. I do not recall.

Q In 1964, would it have been within the scope of your duties as assistant to Mr. Johnston to get in touch with an assured about the renewal of an expiring policy?

A In 1964, I would state that it would have been more the responsibility of Mr. Johnston to get in touch with the principal concerning the renewal of this policy.

Q Did Mr. Johnston tell you at sometime in 1963--in 1964--sorry--that Earl Smith Company wished to renew the coverage contained in Plaintiff's Exhibit 2?

A I don't recollect such a conversation.

Q Going back to the questionnaire, do you recognize that as a questionnaire which your firm was asked to answer in connection with their request for the coverage provided in Exhibit B?

DEFENDANT'S EXHIBIT AI

A Yes, I recognize it.

Q In 1964, was it your practice to sign such a questionnaire unless you personally had prepared the answers?

A Yes, it might have been if the information was a repeat of the information previously and/or if the information had been developed by my assistant or had been developed by Mr. Johnston, it might have funneled through to me and presented to me for signature.

Q Was it the practice in 1964 of your firm to obtain from the insured some writing to support the information provided in answer to insurance company questionnaires?

A I would say no, generally it was not our practice to require the assureds to submit such information asked for in this questionnaire in writing.

Q Do you know, or to the best of your recollection when did American Manufacturers Mutual Insurance Company commence the practice of requiring questionnaires in connection with requests for bumbershoot coverage?

A No, I can't recall. Is there a date on this? I don't know.

MR. MESHEL: I am sorry. I didn't get the witness' answer.

MR. KOSHEL: No, I can't recall.

DEFENDANT'S EXHIBIT AI

THE WITNESS: No, I can't recall, and I checked to see if there was a date on this application but there is not.

MR. MESHEL: Can I see that, please.

THE WITNESS: (Handing.)

BY MR. KALAIDJIAN:

Q If the questionnaire were prepared--if the answer to the questionnaire was prepared by someone other than yourself and you were requested to sign it, would you make any effort to verify the information before you signed it as a matter of practice in 1964?

A Yes, I would certainly try to verify it for accuracy.

Q How would you go about doing that?

A Well, there are certain things that suggests themselves as being very obvious. It lists the number of vessels. I was responsible for my part of doing the hull insurance. We had insurance on every hull, so I had a JDL count by name and by number. The other information requests underlying limits for general liability policies, workmen compensation and other such things.

If there was a mistake made by a clerk or a typist, I could check the accuracy there because the limits JDL generally are expressed in multiple of several hundred

DEFENDANT'S EXHIBIT AI

thousands or millions.

There were certain other information that I could not obviously check, such as, the payroll information, such as, their receipts and so forth. This we had to take from the information given to us and answer.

Q And the information was given to you generally orally?

A Yes.

Q On the telephone maybe?

A Yes.

Q I see.

Did anyone at Frank B. Hall & Company have any discussions with anyone at Earl Smith & Company as to whether the Earl Smith Company or any of its affiliates were in possession of any information which should be furnished in answer to Question 12?

MR. KOSHEL: Would you repeat the question.

MR. KALAIDJIAN: Read it back, please.

(The question was read.)

THE WITNESS: To my recollection, no.

Q How many years did Frank B. Hall & Company have the Earl Smith account and you can be approximate about it

A Approximately four to five years.

Q What portion of that four or five year period

DEFENDANT'S EXHIBIT AI

would precede August, 1964? In other words, about how long had you had the account in August, 1964?

A Well, I would guess three to four years.

Q During that three to four year period, had you or anyone else at Frank B. Hall & Company to your knowledge had any discussions with anyone at Anne Quinn Corporation or Earl Smith Company about the overloading of any vessels?

A I don't recall any such discussion.

Q During that period, had Earl Smith Company or any of its affiliates ever submitted to Frank B. Hall any requests for reimbursement by insurance of any fines incurred on account of overloading any vessel?

A I would like to have a restatement of that question.

Q Sure. Do you want it read back?

MR. KALAIDJIAN: Go ahead. It's a long question. Read it back.

(The question was read.)

THE WITNESS: Not to my knowledge.

Q Who at Frank B. Hall & Company maintained the loss record on the Earl Smith fleet during 1963 and 1964?

MR. KOSHEL: Objection. There has been no testimony about the existence of any such loss.

MR. KALAIDJIAN: All right, I withdraw the

DEFENDANT'S EXHIBIT AI

loss records would be brought to my attention would be related or simply stated as "fines." "Fines" is a coverage in a basic P and I policy.

Q Typical fine being the case of an allien seaman who leaves the ship in violation of immigration laws?

A Immigration, pollution, innumerable amounts. They are usually not spelled out; they are usually stated as "fines."

Q So you never do learn what the fine is about?

A Yes. I never do learn.

Q When did you first hear any report of any kind about any overloading of the SMITH VOYAGER?

MR. KOSHEL: I again object.

MR. MESHEL: That assumes that he heard. That is an improper question.

THE WITNESS: I read it in the newspapers. Is that a correct answer? No, I don't recall reading that. I remember reading in the newspapers that the vessel sank and that has been the extent of my exposure to the claim aspect of it.

BY MR. KALAIDJIAN:

Q Well, as one who had some participation in the placing of the coverage, that was in effect at the time the vessel sank, did you ever have any discussions with

DEFENDANT'S EXHIBIT AI

THE WITNESS: Underwriters.

Q You mean in connection with the limitation of liability action that was pending on behalf of the owner of the vessel?

A No, I don't mean that. I am not familiar with that if in fact it was in existence. I had nothing to do with it and I had nothing--dates or whether. claim handling TDL TDL

Q Let me refresh your recollection. Would you look at the document, two pages, marked Plaintiff's Exhibit 10, October 5, 1971, in the form of a letter addressed to Frank B. Hall & Co. Inc., by the American Hull Insurance Syndicate.

Did you read that letter when it was received at Frank B. Hall & Company (handing)?

A I don't recollect that that letter was received by me or given to me to read. I don't recollect having read that letter.

Q In other words, as best you can say right now, today is the first time you have seen that letter?

A Yes, it is.

Q At any time up to the issuance of the policy which is Exhibit B, did you have any discussions with Mr. Blackman in which any mention was made of any overloading of any of the vessels designated in Exhibit B, that is

DEFENDANT'S EXHIBIT AI

the 17 vessels on this rider?

A I have no recollection of such discussion.

Q Do the policy and the questionnaire refresh your recollection that you did have negotiations with Mr. Blackman to obtain Exhibit B?

A I answered that before, didn't I--I don't recollect talking to Mr. Blackman or any of his deputies about the policy which incepted August 13, 1964.

Q Are you aware of any written communication from the Hall firm to American Manufacturers on or before August 13, 1964, relating to any overloading of any of the vessels whose operations were insured under Exhibit B?

A I have no recollection of any correspondence from Hall to American Manufacturers relating to overloading of the vessels concerned.

Q Are you acquainted with Mr. Sumner Long?

A I never met Sumner Long, but I am acquainted with his presence in the marine field by newspaper information and otherwise.

Q Do you have any personal knowledge of who the owners were of Earl Smith & Company in 1964?

A No, I had no personal knowledge of the ownership of Earl J. Smith & Company.

Q Had you any hearsay knowledge on that subject?

policy you were only responding to a portion of that bumbershoot policy; is that right?

A No. The term bumbershoot is a marine term, but the contract provides excess protection on risks that are predominantly marine and it therefore responds excess of non-marine underlying policies as well as underlying marine policies.

Q I take it that policy covered, among other things, workmen compensation and automobile liability and--

A Yes.

Q That was not marine?

A That is not marine.

Q So that the term bumbershoot in this context would cover non-marine excess features; is that right?

A Yes.

Q Would a better definition of bumbershoot be synonymous with a general comprehensive umbrella?

A Well--

MR. KALAIDJIAN: I think the witness has already answered the question by saying that the bumbershoot is one which predominantely insures marine risk.

Q Now, I am asking have you ever heard the term bumbershoot also used in the context of general excess

umbrella policy. DEFENDANT'S EXHIBIT AI

A There are two forms in the insurance market. One referred to generally as an umbrella form and one referred to as a bumbershoot form. The umbrella relates to risks that are non-marine, essentially shoreside risks and it provides excess limits excess of a schedule of underlying non-marine insurances. The same principle was applied in the marine field and where a risk is predominantly marine but does have shoreside exposure the bumbershoot which is English slang for umbrella acts in the same way, acts over underlying marine liability policies and underlying non-marine liability policies.

Q Now, do you know what the premium was that was paid to American Mutual on this particular policy?

A I read it to be $7,500.

Q And was that the same premium that was charged on the year before?

A I would have to ask to look at that policy again. Yes, that was the same premium.

Q Now, referring you now to what has been ordered marked as Plaintiff's Exhibit 1, the questionnaire as it has been called, do I take it, Mr. Lucey, that there may have been other information oral or otherwise that you are not aware of this date that may have been given to American

DEFENDANT'S EXHIBIT AI

Q And that was done pretty much on a fairly regularly basis, wasn't it?

A Yes.

Q Now, were there portions of the policy which has been marked as B, which were prepared by American Mutual's people and not by Frank B. Hall?

A Yes, I would say yes to that question.

Q Could you indicate which portions of the policy were prepared by American Mutual and which were prepared by Frank B. Hall?

A Well, the pages aren't numbered. But this face page originated there.

MR. KOSHEL: Where is there?

THE WITNESS: American Manufacturers Mutual.

MR. KALAIDJIAN: American Manufacturers.

BY MR. MESHEL:

Q Did they type out the information contained in there and so forth?

A I can't answer that.

Q All right.

A I said it was issued by them. I think that would entail their typing it; yes.

Q Do you know whether or not it was the usual course of business in 1964 and 1963, Mr. Lucey, for the

DEFENDANT'S EXHIBIT AI

Kemper insurance group, including American Manufacturers to require periodic information from you about the Earl J. Smith-Anne Quinn operation after the policy was written?

A I would say that was not usual practice; no.

Q In other words, was there any incidental information that they requested after the policy went into effect?

A If such a request was made, it would be in my file and in the absence of that file, I can't be certain.

Q To your knowledge, did they ever request such information from you personally on the phone or otherwise?

A I can't recollect any such conversation.

Q To your knowledge, is, in the insurance field, are daily or weekly tabulations kept as to the status of the vessels where they are--what they are doing?

MR. KALAIDJIAN: I object to the form of the question on the grounds it is so vague that even I can't understand.

BY MR. MESHEL:

Q Mr. Lucey, do you understand the question?

A Tabulations daily or weekly kept by--

Q Yes, by Frank B. Hall or American Mutual as to the status of the vessel?

A The geographical status?

Q Right.

DEFENDANT'S EXHIBIT AI

A I can only answer for Frank B. Hall, and we do not keep a daily, weekly or any periodic geographical locations status.

Q Now, in the event that there was ever a loss on any of the vessels that may have been covered under this general umbrella policy--

MR. KALAIDJIAN: I object to the form of the question. You are mischaracterizing what the witness has described the policy to be. He characterized it as a bumbershoot insurance predominantly marine risk. Now don't try to--

MR. MESHEL: Mr. Kalaidjian, I am impressed with the fact that you are attempting to make a general liability policy into a marine policy.

MR. KALAIDJIAN: No, I am only trying to keep you from misdescribing--

MR. MESHEL: Let's call it Exhibit B. How is that, Mr. Kalaidjian?

MR. KALAIDJIAN: Exhibit B will be fine.

(Discussion off the record.)

BY MR. MESHEL:

Q Was there a form that was sent by Frank B. Hall to American Mutual in the event that there was any such loss, any sort of standard form, loss form?

DEFENDANT'S EXHIBIT AI

A Yes, I recognize the signature.

Q Whose is it?

A B. Lytton Johnston.

MR. KALAIDJIAN: Mark this as the next exhibit.

(Letter dated November 25, 1968 to Mr. Thomas Livingston, Director, Frank B. Hall & Company, marked Defendant-Lucey's Exhibit F for identification, as of this date.)

BY MR. KALAIDJIAN:

Q Would you look at Exhibit F and tell me whether that letter was received at the Hall firm, if you can (handing).

A I can't confirm this letter was received.

Q All right.

MR. KALAIDJIAN: Would you mark this one.

(Letter dated January 22, 1969, to B. Lytton Johnston, President, Frank B. Hall & Co. Inc.,marked Defendant-Lucey's Exhibit G for identification, as of this date.)

Q Now, can you confirm whether Exhibit G which is a letter dated January 22, 1969, was received at your office (handing)?

A No, I can't confirm that.

Q Now, a few moments ago on cross-examination, Mr.

DEFENDANT'S EXHIBIT AI

Meshel asked you whether you spoke from time to time on the telephone with people at the American Manufacturers Ocean Marine Department to give them any information about risk. Was there ever any occasion when you spoke to Mr, Blackman or anyone else at American Manufacturers about any overloading of any of the vessels named in Exhibit B?

A I have no recollection of such conversation or conversations.

Q Let me ask you something else. Do you ever--you personally--ever receive from Anne Quinn Corporation or Earl J. Smith & Company any information concerning the operation of any of the vessels shown in Exhibit B overloaded?

A I have no such recollection.

Q Did you ever have any discussion with anyone at Frank B. Hall, including Mr. Johnston, about any overloading of any of the vessels identified in Exhibit B?

A I have no recollection.

Q Do you have a P and I loss department at Frank B. Hall & Company?

A Yes.

Q Is there an officer in charge of that department?

A Yes.

DEFENDANT'S EXHIBIT AQ.

Chapter 18

CONCEPTS ASSOCIATED WITH MARINE INSURANCE

BY ROBERT R. DWELLY

Certain concepts in marine insurance are fundamental to sound underwriting because of the nature of the hazards and the relationship among the parties. Many of these concepts are present in other types of insurance but have special significance in marine insurance. Others are peculiar to this type of insurance. Several of these concepts are described in detail in this chapter. They are: utmost good faith; warranties and related provisions; particular average; memorandum clauses, franchises, and deductibles; valuation; and double insurance.

UTMOST GOOD FAITH

Good faith is basic to all commercial contracts but in no other field has the doctrine of "uberrimae fidei" attained the degree of importance that it has in marine insurance. It is the very foundation of the business and the obligation of compliance rests equally on the three parties involved—the insured, the broker, and the insurer. The 1906 Marine Insurance Act of England is very precise in its provision. Section 17 of the Act reads as follows:

> A contract of marine insurance is a contract based upon the utmost good faith, and, if the utmost good faith be not observed by either party, the contract may be avoided by the other party.

The insured and his broker are obligated to disclose to the underwriter all of the facts concerning the risk being negotiated. Section 18(1) of the Act stipulates:

> Subject to the provisions of this Section, the assured must disclose to the insurer, before the contract is concluded, every material circumstance which is known to the assured, and the assured is deemed to know every circumstance which, in the ordinary course of business, ought to be known by him. If the assured fails to make such disclosure, the insurer *may*[1] avoid the contract.

[1] Emphasis provided.

DEFENDANT'S EXHIBIT AQ

Two important legal decisions (both English) are illustrative. Lord Mansfield in *Carter* v. *Boehm* (1765) said:

> Insurance is a contract upon speculation. The special facts upon which the contingent change is to be computed lie most commonly in the knowledge of the assured only; the underwriter trusts to his representation, and proceeds upon confidence that he does not keep back any circumstance in his knowledge to mislead the underwriter into the belief that the circumstance does not exist, and to induce him to estimate the risk as if it did not exist. The keeping back such circumstance is a fraud, and therefore the policy is void. Although the suppression should happen through mistake without any fraudulent intention, yet still the underwriter has been deceived, and the policy is void because the risk run is really different from the risk understood and intended to be run at the time of the agreement. The policy would equally be void against the underwriter if he concealed anything within his own knowledge as, for example, if he insured a ship on a voyage, and he privately knew that she had already arrived, and in such circumstances he would be liable to return the premium paid. Good faith forbids either party, by concealing what he privately knows, to draw the other party into a bargain owing to his ignorance of that fact, and his believing the contrary.

Material circumstances or material facts, as they are more generally called, are such facts as will influence the insurer in his judgment of the risk that is being negotiated. The insurer's judgment may take various directions such as: determination of whether he will write the risk offered, determination of policy coverages and determination of the rate to be charged. In the event a denial of liability is made by the insurer on the grounds of nondisclosure it becomes a question of fact.

In the case of "The Bedouin," Lord Esher said:

> The assured is not bound to tell the insurer what the law is. He is bound to tell him, not every fact, but every material fact. His obligation is this, that if he is asked a question—whether a material fact or not—by the underwriters, he must answer it truly. If he answers it falsely with intent to deceive, though it may not be a material fact, it will vitiate the policy.[7]

Not only is the insured bound to disclose every material fact known to him, he is also charged with the obligation of disclosing all material facts which in the course of his business ought to be known by him. If, through ignorance or neglect, he does not know any material fact, he will be assumed to have known it; and its nondisclosure will render the contract voidable. On the other hand, information concerning a fact (or facts) which does (do) not affect the risk need not be disclosed to the insurer. Neither need information which would diminish the risk be disclosed. In this latter regard, however, it is hard to imagine a situation when an insured or his broker would not disclose such information having in mind its possible beneficial effect on the rate to be quoted or the policy conditions to be named.

[7] 7 Aspinall, *Reports of Maritime Cases* 391.

DEFENDANT'S EXHIBIT AQ

As to the insurer, he is charged with knowing matters of general knowledge and being well informed about trade usages and customs, route, port conditions (for example, whether goods are loaded and/or discharged by lighters), stowage, packing, and the peculiarities of a particular cargo (for example, tea being susceptible to taint from other cargo of certain types). However, in this day and age of constant change and high degree of specialization, an insurer is well advised not only to keep himself as well informed as possible but also to be certain to ask for any and all information he may need to evaluate the risk. It must be kept in mind that the insured and his broker need not disclose every minute detail. As Frederick Templeman and C. T. Greenacre say in their authoritative work on marine insurance, "If sufficient is disclosed with regard to a material fact to enable an underwriter (insurer) to ask for futher information, if he wants, that is enough."[3] In the absence of the necessary degree of inquisitiveness on the part of the insurer he will be deemed to have waived the information insofar as that particular material fact is concerned.

WARRANTIES: IMPLIED AND EXPRESS

The subject of warranties is introduced in Chapter 4. Here it is applied specifically to marine insurance.

Implied

Certain implied warranties are an integral part of every marine insurance contract and have the force of law. They are as follows:

Legality. The adventure insured must be a lawful one. If the contracting parties are of the same nationality and subject to the same laws there is no question as to what is lawful. The insurer may not waive the implied warranty of legality for the obvious reason that granting insurance against the operation of a law of the land would be against public policy. Neither may an insurer waive the implied warranty of legality imposed by the laws of his country for the benefit of a foreign national. However, the insured and his insurer are not bound by the laws of a government foreign to each of them, and they may enter into a contract in respect to an adventure (risk) that may be in violation of the laws of such foreign government.

Seaworthiness. This is the most important of the implied warranties. The 1906 Marine Insurance Act of England, Section 39(4) states, "A ship is deemed to be seaworthy when she is reasonably fit in all respects to encounter the ordinary perils of the seas of the adventure insured." There is no implied warranty that the cargo be seaworthy but the Act does

[3] *Marine Insurance; Its Principles and Practices* (London: MacDonald and Evans, 1934) p. 20.

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF NEW YORK

DEFENDANT'S EXHIBIT AR.

ANNE QUINN CORP. and EARL J. SMITH & CO., INC., n/k/a U. S. BULK CARRIERS, INC.,

Plaintiff,

-against-

71 Civ. 2924

(D.B.B.)

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY,

Defendant.

Deposition of THOROLV T. WAALAND, a witness, taken by defendant pursuant to notice dated April 26, 1973 and stipulation of adjournment at the offices of Messrs. Thacher, Proffitt & Wood, 40 Wall Street, New York, N. Y. 10005, on May 7, 1973, at 10:55 a.m., before Harvey Keitel, a Shorthand Reporter and Commissioner of Deeds of the City of New York.

DEFENDANT'S EXHIBIT AR

of the within deposition be waived; that such deposition may be signed and swrorn to before any officer authorized to administer an oath, with the same force and effect as if signed and sworn to before the officer before whom said deposition is taken.

IT IS FURTHER STIPULATED AND AGREED that all objections, except as to form, are reserved to the time of trial.

oOo

THOROLV T. WAALAND, called as a witness by defendant, being first duly sworn by the Commissioner of Deeds (Harvey Keitel), and stating his residence as Molland Grimstad, Norway, testified as follows:

EXAMINATION BY MR. KALAIDJIAN:

Q Would you please state your age, Mr. Waaland?

A Yes, I am 50 years old.

Q What is your occupation?

A Well, I'm an attorney-at-law, member of the New York Bar. You are talking about my present occupation, I take it.

Q Where did you attend law school?

DEFENDANT'S EXHIBIT AR 4

A In ~~Richmond~~ CHARLOTTESVILLE, Virginia.

Q And after attending the University of Virginia Law School, did you practice law for a period?

A Yes, I practiced law starting in 1949 onwards. I became a member of the New York bar then.

Q Are you expecting to leave the United States shortly?

A Yes, I am. I have bought an airplane ticket. I have tentative reservations for the 10th, that is, 10th of May, to go back to Norway.

MR. MESHEL: I wonder if you could try and speak up a little bit. We're having a little difficulty hearing you.

THE WITNESS: All right. I have a tentative reservation. I bought an airplane ticket and I have a tentative reservation to go back to Norway on the 10th of May.

Q Have you ever been employed by the Kemper Group of companies?

A Yes, I have.

MR. BARISH: Pardon me, just so I don't forget this, and it's--it may not be very important. Are you intending to stay in Norway or are you just going for a visit and returning?

DEFENDANT'S EXHIBIT AR

THE WITNESS: Well, it's indefinite. It's indefinite. Let me put it this way: Last time I really went home was the middle of December, and I'd expect to return shortly, why, I came back at the end of March and I stayed for a week and then I went back for a month.

MR. BARISH: What I am trying to get to, I'm sure Mr. Kalaidjian, I hope he doesn't mind my asking this, you are not giving up your residency in New York, are you?

THE WITNESS: Well, I don't have a residence in New York.

MR. KALAIDJIAN: In answer to the first question, he gave his address as his residence in Norway.

MR. BARISH: All right. This is definitely a going witness, as far as you are concerned?

MR. KALAIDJIAN: A departing witness.

Q Mr. Waaland, do you reside in Grimstad, Norway?

A Yes, I do, yes.

Q Now, I started to ask you, have you been employed in the past by the Kemper Group of companies?

A Yes, I have.

Q And is American Manufacturers Mutual Insurance

DEFENDANT'S EXHIBIT AR

Company one of the companies in that group?

A Yes, it is.

Q When did you first enter the employ of the Kemper Group?

A The late fall of--or in the fall of 1961.

Q And in what capacity did you enter their employment?

A Well, I entered that as a trial lawyer for--as a trial lawyer on their--

Q On their trial staff?

A On their trial staff. They had a firm called Benson & Morris, which was, I think they were called attorneys of record for the group.

Q How long did you remain with Benson & Morris, approximately?

A Oh, I think two and a half, three years, I would say.

Q After that period at Benson & Morris, what did you do?

A Then I became marine manager of the Kemper Insurance Group.

Q Approximately when did you become marine manager?

A In the fall of 1964.

DEFENDANT'S EXHIBIT AR

Q Would you state generally what your duties were as marine manager of the Kemper Group of companies?

A Well, I was in charge of the day to day operations of the marine operations, if I may put it as so, of the Kemper Insurance Group, which entailed the--there were three companies on the group writing marine insurance at that time, Lumbermens Mutual Casualty Company, American Motorists Insurance Company and American Manufacturers Mutual Insurance Company.

And as I say, my job was to run the day--sort of day to day operations of the marine activities, which entailed essentially managing the home office for marine operations, which was located in New York and branch offices in Chicago, New Orleans and San Francisco.

Q Did you have in New York at that time a person in charge of losses?

A Yes.

Q What was his name?

A At the time I took over as marine manager, it was a fellow by the name of George Alvey.

Q Did he remain with the company after that?

A He remained for some time and then he left. I don't--I would say that he may have stayed on roughly a year, possibly less, after I took over as marine manager.

DEFENDANT'S EXHIBIT AR

Q So that he would have left approximately in-- towards the end of 1965?

A Yes, I would say so, yes.

Q At the time that you became the marine manager of the Kemper Group of Companies, was their Ocean Marine Department writing any bumbershoot policies?

A No.

Q First let me ask, what do you comprehend the term bumbershoot to mean? I'll withdraw that.

A Well, I would say--

MR. BARISH: Are you withdrawing it?

MR. KALAIDJIAN: Perhaps I'd better put it another way.

Q Could you tell us what a bumbershoot policy is?

A Well, I would say, if I may put it thusly, in ordinary marine language, as I understand, bumbershoot policy is essentially--

MR. BARISH: I'm going to object to the answer and I hope I am not being hypercritical. If I am, ignore me, but the language that you are employing indicates to me a certain degree of speculation as to the definition.

Now, if I am incorrect in that assumption, would you pleace couch your language, or couch your

DEFENDANT'S EXHIBIT AR

answer in a way that makes it specific.

THE WITNESS: All right, I will not try to--

A I would define bumbershoot as essentially as an excess marine policy with none-marine--with non-marine exposures. But essentially, the essential ~~fact~~ feature of the bumbershoot, as I know, it is essentially a marine policy but it frequently does have non-marine exposures.

MR. MESHEL: Are you saying exposures?

THE WITNESS: Yes.

Q Now, when you joined the Kemper Group of Companies in late 1964, was the Kemper Group then writing any bumbershoot business?

A No, not at all.

Q Prior to your joining the Ocean Marine Department, had the Kemper Company been writing bumbershoots?

A Yes, they had.

Q And at the time that you joined the Ocean Marine Department, were any of those prior written bumbershoots still on the books?

A Yes, many of them were written for terms upward of three years. There were quite a number on the books.

Q At some point in time, had the Kemper Group of

DEFENDANT'S EXHIBIT AR

Companies made a decision as to the further writing of bumbershoot policies?

A Yes.

Q When was that with respect to your appointment as ocean marine manager?

A That decision had been arrived at before I became marine manager.

Q Now, as marine manager, did you have any participation in the implementation of that decision?

A Yes. I had instructions from the top management in the group to make sure we got off every bumbershoot policy we were on and make sure we didn't write new ones.

Q Did you--

MR. BARISH: Pardon me, I'm sorry, Mr. Kalaidjian, what are the ground rules as to--

MR. KALAIDJIAN: You will have a chance to cross.

MR. BARISH: No, that's not what I mean. Are questions except as to the form of the question waived?

MR. KALAIDJIAN: I apologize, I--

MR. BARISH: Reserved.

MR. KALAIDJIAN: --to suggest at the

DEFENDANT'S EXHIBIT AR

beginning of the deposition that we have the usual stipulations with all objections except as to form reserved.

MR. BARISH: Fine. That includes objections as to the form of answers, also?

MR. DAVIS: Yes.

MR. BARISH: Okay.

MR. KALAIDJIAN: Yes.

MR. MESHEL: So the only thing we're objecting to at this point is the form of the question.

MR. KALAIDJIAN: Right.

MR. MESHEL: If you don't rephrase the question, you sort of roll the dice, as I understand it.

MR. KALAIDJIAN: If you object, yes.

MR. MESHEL: Yes.

Q Did you formulate any procedures for the terms of bumbershoots that were on the books?

A Yes, I started what we called, I called a come-up system, whereby all the expiration dates of the bumbershoot policies then on the books were listed. And we tried to make it a policy to send out notices of cancellation not less than three months before the

expiration date on all the bumbershoot policies on our books.

MR. MESHEL: I'm sorry, maybe I'm a little lost here. Did we say what time period we are talking about?

MR. DAVIS: Can you give us a date when this decision or procedure was--

MR. KALAIDJIAN: He said that the decision to stop writing bumbershoots was made before he became marine manager and he became marine manager in 1964.

MR. DAVIS: I followed that. What I wanted to know was, do you have any sort of memorandum or recollection which would give us the date when you set up these come-up procedures giving you the dates of expirations.

THE WITNESS: Well, yes. I would say, it was, well, beginning of 1965. And I have a definite recollection of that.

Q I would like to place before you a group of documents which have been previously marked in this case as Defendants Exhibit Lucey B.

Could you tell us what that exhibit is?

A Well, this appears to be--I recognize the

DEFENDANT'S EXHIBIT AR

form. It appears to be a copy of the bumbershoot policy that American Manufacturers Mutual Insurance Company issued to Earl J. Smith & Company, Inc., owners and managers and vessel owners. The policy dating from the 13th of August 1964 to August 13, 1965.

Q Were you in the Kemper Company's Ocean Marine Department in August of 1964, when that policy had its inception?

A No, I was not, no.

Q Did you have any participation in the preparation of that policy?

A No, none whatsoever.

Q Did you have any participation in the preparation of any policy which may have preceded the exhibit in your hand?

A No.

Q Was--does that policy have a number on it by the way?

A Yes, it does. It's policy No. DE3540.

Q Now, did you--was DE3540 incorporated into the come-up procedure that you described?

A Yes, it was.

Q And after you devised this come-up procedure, how did you operate it?

DEFENDANT'S EXHIBIT AR

A Well, my secretary would come, generally come a week or two before the three month period before the expiration of a particular bumbershoot policy, remind me that I had to write a letter to cancel or get off the particular bumbershoot involved.

MR. KALAIDJIAN: Would you mark this letter as an exhibit, please.

(Document marked Defendant-Waaland Exhibit A for identification, as of this date.)

Q Can you identify this document which has been marked Waaland Exhibit A?

A Yes, I can.

Q Would you tell us what it is, please?

A Well, it's a copy of--appears to be a copy of a letter which I wrote to Hank Froebel of Frank B. Hall, the brokers for three particular assureds.

MR. MESHEL: What date is that?

A Captioned in the letter, the letter being dated May 13, 1965. And the letter itself is a notice of declination, not to renew rather than cancellation. We didn't cancel the policy. We declined to renew these particular policies involved covered by this letter.

Q At that time were you acquainted with Mr. Froebel?

DEFENDANT'S EXHIBIT AR

A Yes, I was.

Q How had you come to know him?

A Well, I'd come to know him in the preceding months, after I took over as marine manager, on fairly much ~~of~~ a daily basis. That is, he would come to my office to place risks on various accounts that his office handled as brokers.

Q Was he an executive at Frank B. Hall & Company?

A Well, I don't know what he was. He was the placer of marine risks for Frank B. Hall.

Q Will you tell us in the parlance of the marine insurance industry, what is a placer?

A Well, a placer is a guy in the broker's office that goes around to underwriters presenting the risks to an underwriter for evaluation and for placing. And by placing, I mean ~~by~~ acceptance by the underwriter as a risk.

Q Did you have any dealings with Mr. Froebel in 1964 and 1965 that involved the processing of claims?

A No. I never had any dealings with Mr. Froebel in claims, as far as I recall.

MR. DAVIS: How do you spell that name, please?

MR. KALAIDJIAN: It's on the letter.

DEFENDANT'S EXHIBIT AR

Q Now, at the time that you wrote the letter which is Exhibit A, had you received any evidence with respect to any cause of the sinking of the SMITH VOYAGER?

MR. BARISH: Object to that, but go ahead.

A Do you want me to answer the question?

Q Yes.

A No, at that time, as far as I recall, I had received no information or knowledge about the sinking whatsoever.

Q During that interval in late 1964 and 1965, were you sending noticies of a similar tenor to other brokers?

A Yes, similar letters were sent routinely to all the brokers involved on any bumbershoot business that we had on our books.

MR. KALAIDJIAN: Would you mark this as the next exhibit please.

(Document marked Defendant-Waaland Exhibit B for identification, as of this date.)

Q Could you please--can you identify this letter which has been marked Exhibit B.

A Yes. I recognize my notation at the bottom of the letter in my handwriting, my initial on it, as

DEFENDANT'S EXHIBIT AR 18

MR. KALAIDJIAN: I have, gentlemen, from the American Manufacturers file the original of Lucey Exhibit D, which bears a receipt stamp of the Ocean Marine Department in light blue ink that did not come out on the exhibit, and I just wanted to draw that to your attention. And I think at the same time, I will ask the reporter to mark the original as Waaland Exhibit C for identification.

MR. DAVIS: Yes.

MR. BARISH: What was the date of that?

MR. KALAIDJIAN: Receipt stamp?

MR. BARISH: Yes.

MR. KALAIDIAN: Is dated December 13, 1965.

(Document marked Defendant Waaland Exhibit C for identification, as of this date.)

Q Mr. Waaland, are you still in the employ of the--any of the Kemper Group of Companies?

A No.

Q When did you terminate that employment?

A February of 1969, I think it was.

Q And you have not worked for any of the Kemper Companies since then?

A No, I have not.

MR. KALAIDJIAN: That's all.

DEFENDANT'S EXHIBIT AR

A Yes.

Q Was Mr. Buglass the manager of the Marine Department of the defendant in March--on March 25, 1965?

A I suppose he was.

Q Then would you say that you became manager of that department some bit of time after March 25, 1965?

A Yes, it's possible, yes.

Q All right. Now, were you also an underwriter?

A Yes.

Q And had you had experience as a marine underwriter, Mr. Waaland?

A No, I had experience--not as an underwriter. I had experience in marine insurance over the years as a lawyer representing insurance companies.

Q I beg your pardon?

A And representing insurance companies.

Q As a lawyer?

A Well, managerial capacities.

Q Oh, I see. Now, had you ever done any underwriting of what is called excess policies or catastrophy policies?

A No.

Q Do you know the central differences, if there

DEFENDANT'S EXHIBIT AR

Q Now, there were no--there is nothing that you are aware of, is there, sir, that in any way indicated some reluctance on the part of your company to make these hull and salvage payments?

MR. KALAIDJIAN: Objection. Object to the form of the question, vague and indefinite and it deals with an entirely different--

MR. MESHEL: Did they ever disclaim?

MR. KALAIDJIAN: Wait, wait. We're dealing with a hull policy in which you have a bank mortgagee interest insured. The hull policy has nothing to do with policy DE3540.

MR. BARISH: Well, that's probably a very sound argument.

MR. KALAIDJIAN: That's the argument for the time, all right.

Q I'd just like to know whether there was any disclaimer on the hull or the salvage, as far as you were aware.

A As far as I am aware, we had a very small portion of the hull policy and we followed the normal practice of--

Q Was--

MR. KALAIDJIAN: Let him finish.

A We followed the normal practice of following the leader on the risk, on the hull risk, which in this particular case, as I recall, was the American Hull Syndicate. Once they pay, we routinely follow with our payment.

Q Do you always follow the leader, so to speak? I mean, is that a general practice in the industry?

A Yes, it is.

Q And that includes--well, strike that.

MR. KALAIDJIAN: Mr. Barish, with respect to the question of whether there's any reservation or anything, Plaintiff's Exhibit 9--

MR. BARISH: I didn't ask whether there's any reservation.

MR. KALAIDJIAN: Well, maybe Mr. Heshel did. Anyway, I refer you to Plaintiff's Exhibit 9.

MR. BARISH: Thank you. I think I saw it.

MR. KALAIDJIAN: Of the Anderson deposition.

MR. BARISH: There is one letter that apparently was a new letter. Does anyone have all of the exhibits put together in one pile?

MR. KALAIDJIAN: Here are the exhibits on

PLAINTIFF ANNE QUINN'S EXHIBIT 1.

placement program did come to grief, it would be a painful day for insurers. The day came October 26 of that year when the Lykes cargo liner *Aimee Lykes* stranded on her maiden voyage from Gulf ports to South Africa. Before all bills were paid, the Syndicate was $1,100,000 out of pocket. This overshadowed in cost, if not in macabre interest, the year's worst total loss, the complete disappearance, in heavily travelled waters, of a large, modern cargo ship. The victim was the *Marine Sulphur Queen*, whose recent conversion had been widely publicized as a technological milestone in bulk transportation of liquid sulphur at high temperature. She left Beaumont, Texas, February 2, was reported once in the east Gulf, and then vanished, except for trifling bits if identifiable flotsam. Technical and legal inquiries, which still leave her location and exact cause of loss conjectural, have continued for over seven years since the Syndicate paid a total loss of $1,080,000.

⚓ ⚓ ⚓

Though unmarred by a million-dollar casualty, 1964 did not interrupt the steady crescendo of overall Syndicate loss. Whereas total and partial losses requiring payments in excess of $50,000 had aggregated $10,300,000 in 1963, they climbed to $16,300,000 in 1964. Of six total losses, the largest was that of the tanker *Bunker Hill*. Before daylight on March 6, while northbound in ballast on Puget Sound, this vessel suddenly exploded with such violence as to break her into three or four blazing segments, which later sank. Of a complement of 31, all but the master and four crew members were saved. The Syndicate's line on the vessel was $950,000.

The year's best-publicized marine disaster, though it cost the Syndicate only $446,151, was that which overtook the Victory-type American trampship *Smith Voyager*. En route from Houston to Indian ports fully laden with grain, this vessel had stopped at Freeport in the Bahamas, following common shipping practice, to top off her oil bunkers for the long voyage ahead. Without question (and not without precedent), she left Freeport over-laden. Five days later, in heavy mid-Atlantic weather, she was stopped by an engine breakdown, took a sharp, perma-

PLAINTIFF ANNE QUINN'S EXHIBIT 1



Victory-type trampship *Smith Voyager* foundering in mid-Atlantic, in 1951

nent list, and had to be abandoned, four lives being lost in the course of rescue operations by a German freighter. Taken in tow for Bermuda, she foundered on December 27. After some deliberation, the Syndicate determined to pay the total loss "without condoning the overloading which seemed apparent in the case" and with a stipulation "that consideration be given to an appropriate advice, presumably through marine brokers . . ., of the Syndicate's strong feeling regarding violations of safety regulations." An ironic aspect of this casualty was that, at a Board of Managers meeting two years earlier, it had been asserted "that there is apparently no supervision in bunkering ports such as Freeport . . . with respect to the draft of vessels taking on fuel and water" and that "vessels, already deeply laden with cargo on entering the bunkering port, were sailing below their marks." It took the *Smith Voyager* to drive the point home.

Although 1965 brought the first million-dollar loss of a foreign hull in the sixties—that of the Norwegian cargo ship

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PLAINTIFF-INTERVENOR SEAMEN'S EXHIBIT 1.

May 13, 1965

Mr. H. Froebel
Frank B. Hall & Co., Inc.
67 Wall Street
New York, New York, 10005

Re: BUMBERSHOOT POLICIES
DE 3540 - Earl J. Smith & Co. - Expires 8/13/65
DE 3544 - T.J. Stevenson & Co., Inc. - Expires 8/14/65
DE 3545 - United N.Y. Sandy Hook Pilots - Expires 8/19/65

Dear Mr. Froebel:

Referring to our previous discussions, our companies, as you know, quite some time ago decided to discontinue their participation in the Bumbershoot business.

Accordingly, and for that reason alone, insofar as the above three policies are concerned, we shall be obliged not to renew our interest upon their respective expiry dates.

Please be assured that our declination to renew is not based upon a change of opinion as to the respective risks as such. We trust, also, that this will give you ample time to replace our interests on the above elsewhere, without undue inconvenience to either yourself or the assureds.

Very truly yours,

AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY

(w)

Thor Waaland
Ocean Marine Department

TW/89/ss

WHEAT

DECEMBER 1963

US GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
	ASTRAEA	18000-10	CONTINENTAL	BOMBAY	DEC 15/31	DEC 25
	CRESTA	10000-5	PRODUCERS	CALCUTTA/CP	DEC 3/28	DEC 8
	GIORGIOS	10500-5	GARNAC	CALCUTTA/CP	DEC 10/31	DEC 18
	HALCYON PANTHER	10000-5	HARLIN	VIZAG/CAL	DEC 3/18	DEC 7
	IONNIS INGLESSIS	10000-5	CONTINENTAL	CALCUTTA/CP	DEC 2/27	NOV 29
	LETO	18000-10	CONTINENTAL	BOMBAY	DEC 1/25	DEC 26
	MANHATTAN	10000-5	PRODUCERS	BHAVNAGAR	DEC 6/31	DEC 14
	MASTER ELIAS	9200-5	DREYFUS	CALCUTTA/CP	DEC 15/31	DEC 28
	NAEOO	19000-10	CONTINENTAL	BOMBAY	DEC 1/15	NOV 29
	OREGON VICTORY	10000-5	CONTINENTAL	MADRAS/CAL	DEC 1/15	NOV 30
	PENN VANGUARD	12000-5	GARNAC	VIZAG/CAL	DEC 2/17	NOV 29
	PILOT ROCK	10000-5	CONTINENTAL	VIZAG/CAL	DEC 1/15	NOV 29
	SENECA	10000-5	DREYFUS	VIZAG/CAL	DEC 9/24	DEC 11
	THUNDERBIRD	10700-10	CONTINENTAL	MADRAS/CAL	DEC 6/31	DEC 14
	TRANSHUDSON	15500-5	CONTINENTAL	BOMBAY	DEC 11/28	DEC 30
	VIRGINIA TRADER	15500-5	CONTINENTAL	KANDLA	DEC 14/30	DEC 17
	TRADER	10000-5	GARNAC	CALCUTTA/CP	DEC 6/31	DEC 21
NO.PAC.						
	ALKAID	18710-10 12980-10	PRODUCERS ARCHER-DAN	BOMBAY	DEC 5/20	DEC 7
	DEVON CITY'	12800/13150	ARCHER DAN	CALCUTTA/CP	DEC 2/24	DEC 5
	HUNTSFIELD	12000-5	ARCHER-DAN	CALCUTTA/CP	DEC 2/20	DEC 10
	AMERICAN ROBIN	11000-10	CARGILL	MADRAS/CAL	DEC 2/16	DEC 18
	NEPTUNE	10300-5	MITSUI	BHAVNAGAR	DEC 4/27	DEC 16
	PEARLCREEK	11000/12000	CARGILL	CALCUTTA/CP	DEC 2/27	DEC 5
	TRANSASIA	16000-10	CONTINENTAL	BOMBAY	DEC 1/JAN 16	JAN 16
	TRANSHATTERAS	15500-5	CONTINENTAL	BOMBAY	DEC 11/JAN 20	JAN 7
	GENERAL GUISAN	12000-5	MITSUBISHI	CALCUTTA/CP	DEC 10/27	DEC 14
	POINT REYES	12000-5	MITSUBISHI	BOMBAY	DEC 16/31	DEC 15

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1.

	⑥	⑦	⑧	⑨	⑩	⑪	⑫		⑬	
	LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO
1	HOUSTON	DEC 30	DEC 31	JAN 4	19676,786	FEB 3	JAN 10	JAN 16	JAN 14	58-1961
2	HOUSTON	DEC 9	DEC 1o	DEC 14	10346	JAN 30	JAN 7	DEC 27	JAN 7	58-1951
3	NEW ORLEANS	DEC 19	JAN 12	JAN 14	10248,214	FEB 25	JAN 20	JAN 24	JAN 15	58-1969
4	HOUSTON	DEC 9	DEC 9	DEC 11	10100	JAN 7	DEC 19	DEC 27	DEC 19	58-1926
5	GALVESTON	DEC 2	DEC 6	DEC 7	10000	JAN 24	DEC 11	DEC 20	DEC 13	58-1916
6	GALVESTON	DEC 27	DEC 28	DEC 30	19200	JAN 30	JAN 8	JAN 9	DEC 23	58-1933
7	HOUSTON	DEC 16	DEC 16	DEC 17	10022	JAN 27	JAN 6	JAN 2	JAN 7	58-1950
8	BEAUMONT	DEC 30	DEC 30	JAN 2	9132,125	FEB 5	JAN 6	JAN 10	JAN 2	58-1947
9	GALVESTON	DEC 2	DEC 4	DEC 6	19050	JAN 5	DEC 9	DEC 17	DEC 10	58-1912
10	HOUSTON	DEC 2	DEC 4	DEC 5	9950	JAN 19	DEC 19	EXCH: IN WASH:	DEC 19	58-1928
11	DESTREHAN	NOV 30	DEC 5	DEC 7	12482,142	JAN 18	DEC 11	DEC 17	DEC 13	58-1915
12	HOUSTON	DEC 2	DEC 2	DEC 4	10000	JAN 2	DEC 19	EXCH: IN WASH:	DEC 19	58-1925
13	BEAUMONT	DEC 16	DEC 17	DEC 20	10100	JAN 20	DEC 26	DEC 30	DEC 26	58-1938
14	NEW ORLEANS	DEC 16	DEC 18	DEC 20	10001,785	JAN 31	DEC 27	JAN 2	DEC 27	58-1944
15	GALVESTON	JAN 6	JAN 6	JAN 8	16200	FEB 8	JAN 13	JAN 20	JAN 13	58-1967
16	HOUSTON	DEC 17	DEC 19	DEC 24	15900	JAN 25	JAN 2	JAN 8	JAN 8	58-1956
17	NEW ORLEANS	DEC 23	JAN 15	JAN 18	10257,143	MAR 1	JAN 24	JAN 29	JAN 15	58-1968
18										
19										
20										
21	VANCOUVER KALAMA	DEC 9	DEC 11	DEC 17	22004	JAN 1	DEC 24	DEC 30	DEC 26	58-1934
22	TACOMA	DEC 5	DEC 6	DEC 8	13250	JAN 5	DEC 12	DEC 18	DEC 12	58-1918
23	TACOMA	DEC 11	DEC 14	DEC 18	12350	JAN 18	DEC 23	DEC 30	DEC 23	58-1930
24	PORTLAND	DEC 19	DEC 18	DEC 29	11545	FEB 1	JAN 6	JAN 9		58-1952
25	PORTLAND	DEC 17	DEC 18	DEC 22	10600	JAN 28	JAN 6	JAN 16	JAN 7	58-1953
26	SEATTLE	DEC 5	DEC 6	DEC 8	12013,339	JAN 8	DEC 16	DEC 23	DEC 16	58-1921
27	LONGVIEW	JAN 12	JAN 17	JAN 22	15700	FEB 22	JAN 29	JAN 31	JAN 22	58-1978
28	PORTLAND	JAN 9	JAN 10	JAN 14	16000	FEB 17	JAN 17	JAN 24		58-1972
29	PORTLAND	DEC 15	DEC 17	DEC 25	11930	JAN 30	JAN 5	JAN 14	JAN 7	58-1949
30	SEATTLE	DEC 16	DEC 19	DEC 21	11867.85	JAN 26	DEC 26	JAN 9		58-1942
31										
32										
33										
34										

WHEAT

NOVEMBER 1

	USGULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	L
1		SMITH VOYAGER							
2	E J SMITH	CAPTAN LUKIS-	US	10000-5	CARGILL	CALCUTTA/VIZAG	NOV 1/25	NOV 10	P
3	ATLANTIC COMMERCE. SHPG MERCURY MARINE	DEALBROOK	F	17000-10	CARGILL	BOMBAY	NOV. 1/15	OCT 25/26	B
4		IOLCOS	F	18000-10	GARNAC	BOMBAY	NOV 1/25	NOV 4	D
5		MACHITIS	F	12000-5	BARTLETT	CALCUTTA	NOV 1/20	OCT 23	N
6		MARORE	US	20000-10	CONTINENTAL	KANDLA	NOV 10/25	NOV 8	N
7		OKEANIS	F	9500-5	CARGILL	CALCUTTA/CP	NOV 1/20	OCT 29	P
8	BURBANK APOLLO SHPG	OLIVEBANK	F	11500-5	CARGILL	CALCUTTA/CP	NOV 1/25	NOV 7	B
9	AMER FOR.	PROODOS	F	10000-5	HARLIN	BHAVNAGAR CALCUTTA/CP	NOV 1/25	NOV 14	G
10	E J SMITH	RENAMED AMER HAWK P-&-T-SEAFARER	US	11000-10	BARTLETT	VIZAG/CAL	NOV 1/15	NOV 1	D
11	"	SMITH ADVENTURER	US	10000-5	CARGILL	MADRAS/CAL	NOV 1/15	NOV 1	P
12	"	SMITH EXPLORER	US	10000-5	HARLIN	VIZAG/CAL	NOV 1/15	OCT 24/25	G
13	ANASTASIA	SMITH TOURIST	US	10000-5	HARLIN	MADRAS/CAL	NOV 7/22	NOV 4	N
14		CAPTAN LUKIS SMITH-VOYAGER	F	10000-5	CONTINENTAL	CALCUTTA/CP VIZAG/CAL-	NOV 5/25	NOV 1	H
15		TRANSINDIA	US	20000-10	CONTINENTAL	BOMBAY	NOV 1/25	NOV 11	H
16		WABASH	US	12000-5	CARGILL	VIZAG/CAL	NOV	NOV 5	B
17	AMER TRAD. & PROD.	WARM SPRINGS	US	10000-5	GARNAC	VIZAG/CAL	NOV 15/30	NOV 30	H
18		WASHINGTON TRADER	US	15600-5	CARGILL	BOMBAY	NOV 2/16	NOV 4	B
19	MAR TRANSP LINES INC.	WINDSOR VICTORY	US	10000-5	HARLIN	MADRAS/CAL	NOV 1/15	OCT 29/30	H
20		CONSONANCE	F	18000-5	CARGILL	BOMBAY	NOV 6/20	NOV 6	B
21									
22									
23	NOPAC								
24		DELIAN APOLLON	F	20000-10	TOSHOKU LTD	BOMBAY	NOV 15/30	NOV 25	V
25	VICTORY CARRIERS	ALKOR ALKAID- COEUR D'ALENE VICTORY	US	9500-5	DREYFUS	MADRAS/CAL	NOV 1/15	NOV 1	P
26		BARBARA FRIETCHIE	US	10000-5	PEAVEY	MADRAS/CAL	NOV 15/30	DEC 30 NOV 10/20,	
27		COTTONWOOD CREEK	US	13700-5	ARCHER-DAN	VIZAG/CAL	NOV 5/20	NOV 10	T
28		DURHAM TRADER	F	12000-5	DREYFUS	BHAVNAGAR	NOV 15/30	NOV 19	P
29	VICTORY CARRIERS	COE NORTHWESTERN VICTORY	US	12000-5	PRODUCERS	CALCUTTA	NOV 1/25	NOV 5	P
30		PEARLSTONE	F	12000-5	PRODUCERS	MADRAS/CAL	NOV 1/25	NOV 5	
31									
32									
33									
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35									

9-6-3

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

	⑦	⑧	⑨	⑩	⑪		⑫		⑬	
OAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	MR.	BILLING		FILE NO
ORT ARTHUR	NOV 25	NOV 19	NOV 11	10250	DEC 21	NOV 26	DEC 4	NOV 26		58-1914
ATON ROUGE	OCT 28	OCT 28	OCT 29	16726.5	DEC 1	OCT 5	NOV 7	NOV 1		58-1863
ESTREHAN	NOV 5	NOV 11	NOV 13	19258.928	DEC 9	NOV 18	NOV 20	OCT 31		58-1858
EW ORLEANS	OCT 24	OCT 24	OCT 29	12045.536	NOV 24	NOV 1	NOV 13	NOV 1		58-1863
EW ORLEANS	NOV 9	NOV 15	NOV 17	22000	DEC 18	NOV 26	DEC 2	NOV 27		58-1903
ORT ARTHUR	OCT 31	NOV 4	NOV 5	9462.5	DEC 15	NOV 8	NOV 30	NOV 4		58-1868
ATON ROUGE	NOV 11	NOV 11	NOV 23	11570	DEC 24	DEC 3	DEC 11	NOV 6		58-1867
ALVESTON	NOV 18	NOV 18	NOV 19	9650	JAN 2	NOV 22	NOV 29	NOV 26		58-1902
ESTREHAN	NOV 11	NOV 15	NOV 16	12100	DEC 16	NOV 26	NOV 29	NOV 26		58-1902
ORT ARTHUR	NOV 8	NOV 16	NOV 18	10200	DEC 14	NOV 21	NOV 29	NOV 22		58-1898
ALVESTON	OCT 28	OCT 28	OCT 29	10200	DEC 8	NOV 4	NOV 12	NOV 6		58-1870
EW ORLEANS	NOV 7	NOV 7	NOV 8	10149.108	DEC 17	NOV 21	NOV 22	NOV 26		58-1898
OUSTON	OCT 29	OCT 30	NOV 1	10200	DEC 15	NOV 6	NOV 20	NOV 6		58-1874
OUSTON	NOV 14	NOV 15	NOV 20	22000	DEC 18	NOV 29	DEC 2	DEC 7		58-1903
ATON ROUGE	NOV 7	NOV 14	NOV 15	12402	DEC 16	NOV 21	NOV 29	NOV 22		58-1898
OUSTON	NOV 27	NOV 29	NOV 30	10100	JAN 13	DEC 11	DEC 17	DEC 13		58-1917
ATON ROUGE	NOV 5	NOV 14	NOV 14	16075	DEC 15	DEC 19	DEC 6	DEC 20		58-1892
OUSTON	OCT 30	OCT 31	NOV 1	10200	DEC 6	NOV 6	NOV 14	NOV 6		58-1825
ATON ROUGE	NOV 7	NOV 18	NOV 20	18250	DEC 20	NOV 29	DEC 4	NOV 13		58-1884
										20
										21
										22
										23
ANCOUVER	NOV 21	NOV 24	DEC 6	22004	DEC 31	DEC 5	DEC 11	NOV 31		58-1893
ORTLAND	OCT 31	OCT 31	NOV 3	9700	DEC 10	NOV 15	NOV 13			58-1890
PORTLAND	DEC 30	DEC 31	JAN 7	9850	FEB 19	JAN 10	JAN 14	1920		58-1960
ACOMA	NOV 12	NOV 12	NOV 13	14002	DEC 13	NOV 14	NOV 22			58-1888
ORTLAND	NOV 19	NOV 21	NOV 23	12350	DEC 26	DEC 2	DEC 23			58-1899
ORTLAND	NOV 8	NOV 12	NOV 14	9615	DEC 18	NOV 21	NOV 29			58-1897
ALAMA	NOV 4	NOV 5	NOV 8	12415	DEC 8	NOV 14	NOV 20			58-1887
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WHEAT OCTOBER 1963

	GULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	MERCURY MARINE	NOSTOS ~~ADONATION~~	F	18500 19500MIN/MAX 20000-10	CARGILL	BOMBAY	OCT 5/25	OCT 10/22
2	WALL ST TRADERS	ALDINA	US	18000-5	CARGILL	BOMBAY	OCT 18/31	OCT 20
3	LT. MERCURY	DIONE	F	17500-10	CARGILL	BOMBAY	OCT 1/25	OCT 1
4	NAVCOT	GOLDSTONE	F	11450-10	CARGILL	CALCUTTA/CP	OCT 15/31	OCT 28
5	CD-1458	GREEN HARBOUR	US	5000-5	CONTINENTAL	BHAVNAGAR	OCT 5/20	OCT 18/20
6	CD-1459	ELWELL ~~GREEN POINT~~	US	5000-5	CONTINENTAL	BHAVNAGAR	OCT 5/20	OCT 20/25
7	VICTORY TRANSP	HUDSON	US	13700-5	BUNGE	MADRAS/CAL	OCT 15/31	OCT 24
8	C.S.T.	~~RAINBOW~~	US	11700-5	BUNGE	MADRAS/CAL	OCT 15/25	OCT 12
9	MERCURY MARINE	PLEIONE	F	18000-10	CARGILL	BOMBAY	OCT 1/25	OCT 8/25
10	LT. AMER.FOR.	RENAMED AMERICAN FALCON P & T EXPLORER	US	11000-10	CARGILL	VIZAG/CAL	OCT 1/15	OCT 12
11	KEYSTONE	PUEBLO	US	15000-10	CONTINENTAL	BOMBAY	OCT 1/15	OCT 1
12	NAVCOT	SOLVIKEN	NF	18000-10	CARGILL	BOMBAY	OCT 1/20	OCT 4
13	BANK LINE	STREAMBANK	F	11100-5	CARNAC	CALCUTTA/CP	OCT 1/21	OCT 1
14	WASH.CARRIERS INC.	WASHINGTON CARRIER	US	15500-5	CARNAC	BOMBAY	OCT 1/15	OCT 1/2
15	CST	METEOR ~~ENTERPRISE~~	US	11700-5	BUNGE	MADRAS/CAL	OCT 15/31	OCT 18
16	FUNCH,EDYE	AMSTELMOLEN	F	11500/12000	HARLIN	CALCUTTA/CP	OCT 1/25	OCT 8/10
17	BANK LINE	CLOVERBANK	F	10500-5	HARLIN	CALCUTTA/CP	OCT 1/21	OCT 8
18	LIVANOS	PEARLSEA	NF	10800-5	HARLIN	CALCUTTA/CP	OCT 1/21	SEPT 24 OCT 1
19	"	PEARLSTONE	NF	10600-5	HARLIN	CALCUTTA/CP	OCT 10/25	OCT 10/11
20								
21								
22	NO.PAC							
23	CD-1460	AMERICAN MAIL	US	2500	PRODUCERS	CALCUTTA	OCT 10/28	OCT 19/30
24	HUDSON WATWAYS	SPARTO ~~CAPTAIN TOMAS~~	F	11450-10	PEAVEY	CALCUTTA/CP	OCT 1/25	SEPT 23 OCT 3
25	S.S.Y.	CHILORE	F	20000-10	ARCHER-DAN	KANDLA	OCT 1/15	SEPT 23
26		GRECIAN VALOUR	F	21500/12000	PEAVEY	BHAVNAGAR	OCT 1/20	OCT 1/3
27	HUDSON WTWYS	HEDGE HAVEN	US	8750-10	ARCHER-DAN PRODUCERS	BOMBAY	OCT 1/25	OCT 9
28	MAR.OVERSEAS LT	HORACE LUCKENBACH	NUS	12000-5	PRODUCERS	MADRAS/CAL	OCT 6/31	OCT 15 ETA 24 26
29		JOSEFINA	US	10000-5	DREYFUS	VIZAG/CAL	OCT 15/31	OCT
30		NYMPHE	F	10200-5	MITSUE	CALCUTTA/CP	OCT 1/25	OCT
31		VOLUSIA	US	10500-10	ARCHER-DAN	MADRAS/CAL	OCT 1/15	SEPT 29
32								
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35	24							

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO
BATON ROUGE	OCT 26	OCT 29	OCT 30	1960	NOV 27	NOV OCT 5	NOV 15	OCT 30	58-1857
BATON ROUGE	OCT 15	OCT 15	OCT 19	16362.5	NOV 22	OCT 25	NOV 1	OCT 25	58-1856
BATON ROUGE	OCT 1	OCT 1	OCT 2	18320.556	NOV 4	OCT 10	OCT 16	OCT 7	58-1830
BATON ROUGE	OCT 29	OCT 30	OCT 31	12015	DEC 5	NOV 7	NOV 26	NOV 1	58-1861
HOUSTON	OCT 28	OCT 28	OCT 29	4500	DEC 16	NOV 1	NOV 7	NOV 1	58-1865
HOUSTON	NOV 4	NOV 4	NOV 7	4500	DEC 20	NOV 12	NOV 15	NOV 12	58-1883
DESTREHAN	OCT 26	NOV 2	14285 NOV 2	DEC 15	DEC 15	NOV 7	NOV 20	NOV 7	58-1872
DESTREHAN	OCT 8	OCT 8	OCT 9	12285	NOV 27	OCT 15	OCT 22	OCT 16	58-1848
BATON ROUGE	OCT 19	OCT 19	OCT 20	18535.714	NOV 19	OCT 28	OCT 30	OCT 25	58-1858
BATON ROUGE	OCT 2	OCT 2	OCT 3	12100	NOV 3	OCT 16	OCT 16	OCT 11	58-1842
NEW ORLEANS	OCT 1	OCT 4	NOV 8	15642.858	NOV 9	OCT 14	OCT 22	OCT 14	58-1844
BATON ROUGE	OCT 7	OCT 7	OCT 9	18550	NOV 9	OCT 15	OCT 21	OCT 9	58-1836
DESTREHAN	OCT 3	OCT 6	OCT 7	11336.357	NOV 11	OCT 14	OCT 15	SEPT 30	58-1824
DESTREHAN	OCT 9	OCT 9	OCT 11	15591.196	NOV 12	OCT 18	OCT 22	OCT 16	58-1852
DESTREHAN	OCT 28	OCT 27	OCT 28	12262.5	DEC 11	NOV 1	NOV 8	NOV 4	58-1866
GALVESTON GALVESTON	OCT 5	OCT 5	OCT 6	11860	NOV 14	OCT 10	OCT 22	OCT 9	58-1838
HOUSTON	OCT 14	OCT 15	OCT 16	10842	NOV 21	OCT 21	NOV 15	OCT 7	58-1833
HOUSTON	SEPT 30	~~SEPT 30~~ OCT 1	OCT 2	10920	NOV 7	OCT 14	OCT 16	OCT 1	58-1823
HOUSTON	OCT 15	OCT 15	OCT 17	11666	NOV 13	OCT 21	OCT 29	OCT 9	58-1834
KALAMA	NOV 2	NOV 2	NOV 2	2250	DEC 30	NOV 8	ORIG IN WASH	NOV 8	58-1868
~~PORTLAND~~ KALAMA	OCT 1	OCT 4	OCT 8	12632	OCT 22	OCT 16	OCT 16	OCT 16	58-1847
TACOMA	SEPT 24	SEPT 24	SEPT 25	22,000	OCT 26	OCT 7	OCT 18 OCT 9 REL 11/6	OCT 17	58-1828
PORTLAND	SEPT 30	OCT 2	OCT 10	12,000	NOV 13	OCT 17	NOV 8	OCT 10	58-1837
VANCOUVER	OCT 16	OCT 18 20	OCT 24	15875	NOV 25	OCT 30	NOV 1		58-1868
KALAMA VANCOUVER	OCT 18	OCT 19	OCT 28	11525	NOV 22	NOV 8	NOV 15		58-1879
LONGVIEW VANCOUVER	NOV 4	NOV 5	NOV 8	9825	DEC 27	NOV 14	NOV 20 ORIG REL 11/6		58-1886
PORTLAND VANCOUVER	OCT 9	OCT 11	OCT 16	10200	NOV 11	OCT 23	NOV 8	OCT 10	58-1840
VANCOUVER	OCT 3	OCT 4	OCT 7	11405	NOV 8	OCT 17	ORIG WASH		58-1851

WHEAT SEPTEMBER

	USGULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	HAYCOT	ALKOR	F	20000-10	BUNGE	BOMBAY	SEPT. 1/20	SEPT. 5
2	MERCURY MARINE	LETO ~~ISHARA~~	F	17500-10	CARGILL	BOMBAY	SEPT. 1-25	SEPT 11/12
3	S.S.Y	COLUMBIA	US	20000-10	BUNGE	KANDLA	SEPT. 1-15	AUG. 27
4	CENT. AMER S.S.	OLYMPIC WIND	F	20000-5	BUNGE	BOMBAY	SEPT. 2-20	SEPT 2~~3~~ 9
5	WEST COAST S.S.	OREGON VICTORY	US	10000-5	DREYFUS	MADRAS/CAL	SEPT. 9-24	SEPT. 18
6	MARITIME OVERSEAS	OVERSEAS JOYCE (LT)	US	1000-5	HARLIN	MADRAS/CAL	SEPT. 5-30	SEPT 26-30
7	E.H. SMITH	SMITH BUILDER	US	10000-5	CARGILL	VIZAG/CAL	SEPT. 15-20	SEPT 20
8		THISTLEDHU	F	10500-5	DREYFUS	VIZAG/CAL	SEPT. 2-25	SEPT 2
9	STRACHAN HUDSON WATERWAYS	TRANS ~~RITTENHOUSE~~ ORLEANS	US	17500-10	CARGILL	BOMBAY	SEPT. 1-~~15~~ OCT.	OCT 6 SEPT
10	N.J.	TREFUSIS	F	11800/12200	GARNAC	MADRAS/CAL	SEPT. 2-25	SEPT. 5 6
11	PENNINSULAR NAV.	SENECA	US	10000-5 5000 W/CC-VC	HARLIN	VIZAG/CAL	SEPT. 5-20	SEPT. 5-6
12	CD-1455	GREEN ~~BAY~~ COVE	US	~~30000-10~~	HARLIN	BHAVNAGAR	SEPT. 1-30	SEPT 14 AUG 18-19
13		TBN AGHIOS NIKOLAS	F	9500-5	CONTINENTAL	VIZAG/CAL	SEPT. 2-20	SEPT. 2 5
14	NAUTILUS	PETRO MYRTIDIOTISSA	F	12,000-5	CONTINENTAL	MADRAS/CAL	SEPT. 10-25	SEPT. 10 13
15	JAS. EEWELL	THUNDERBIRD	F	10000-5	CARGILL	VIZAG/CAL	SEPT. 15-20	SEPT. 18-19 19
16	CD-1455	~~ALCOA MASTER OR~~ GREEN ~~BABE~~ ISLAND	US	ECTC-VC 5000	HARLIN	BHAVNAGAR	SEPT. 1/30	SEPT OCT AUG 25
17	AMER. FOREIGN NO. PAC	AMERICAN ~~FALCON~~ ORIOLE	US	11000-10	GARNAC	VIZAG/CAL	AUG 15 SEPT 1/30	SEPT 25
18								
19	DOWDC.	ALMENA	US	16000-16500	SHOKU	BOMBAY	SEPT. 16-~~30~~ OCT 10	SEPT. 26-27 OCT 14 16
20	HUDSON	ALEXANDROS	F	11450-10	BUNGE	VIZAG/CAL	SEPT.	SEPT 14/16
21		BADGER STATE	US	10000-5	WESTCOAST	MADRAS/CAL	SEPT. 5-20	SEPT. 8 9
22		BLUE GRASS STATE	US	10000-5	ARCHER	BHAVNAGAR	SEPT. 1-15	SEPT. 7
23		DUVAL	US	11000-5	KERR	MADRAS/CAL	SEPT. 1-15	AUG 26 27
24		ELAINE	US	11000-5	KERR	VIZAG/CAL	SEPT. 1-15	SEPT 4
25		IONIAN MESSENGER	F	19000-5	PRODUCERS	BOMBAY	SEPT. 2-25	SEPT. 2 14
26	CD-1457	JAG LAXMI JAGLAXMI	F	5000-5	CONTINENTAL	CALCUTTA	SEPT. 10-25 30	SEPT. 12
27		ALEPPO	F	14000-5	PRODUCERS	MADRAS/CAL	SEPT. 2/25	SEPT 19
28								
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1963

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

LOADING PORT TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	DOCS RECD	M.R.	BILLING	FILE NO
CITRchan SEPT 4	SEPT 4	SEPT 6	22,000	OCT 6	SEPT 16	SEPT 16	SEPT 12	58-1564
A.TON RUGE SEPT 13	SEPT 13	SEPT 14	18452.142	OCT 15	Sept. 23	Sept 26	SEPT 17	58-1809
ISTRchan AUG 28	AUG 29	SEPT 1	21825	OCT 1	SEPT 9	SEPT 13	SEPT 9	58-1564
CITRchAN SEPT 13	SEPT 16	Sept. 18	19700.892	OCT 18	Sept 24	OCT 1	Sept 18	57 1813
SCLAGGILA SEPT 12	SEPT 13	SEPT 14	992 T.	OCT 13	Sept 19	Sept 26	Sept 20	58 1817
OC ORLEANS SEPT 30	OCT 2	OCT 7	9765	NOV 7	OCT 16	OCT 16	OCT 11	58-1841
ATON ROUGE SEPT 20	Sept 21	Sept 22	10200 LT	OCT 23	OCT 1	OCT 2	OCT 2	58-1834
ASCAGOULA SEPT 13	SEPT 13	SEPT 18	10677.522	OCT 24	Sept 25	Sept 26	Sept 18	58 1811
PORT ARTHUR								
AT ON RUGE OCT 7	OCT 7	OCT 9	16137.786	NOV 9	OCT 11	OCT 11	OCT 11	58-1843
EW ORLEANS SEPT 7	SEPT 9	SEPT 11	11940.114	OCT 17	SEPT 14	SEPT 19	SEPT 12	58-1805
IC STON SEPT 16	SEPT 18	Sept 21	10100 LT	OCT 18	Sept 27	OCT 2	Sept 27	58-1822
USTON Sept 23	Sept 23	Sept 24	9231.25 LT	NOV 13	OCT 2	B/L 10/2 OCT 9	OCT 2	58-1828
ALVESTON SEPT 7	SEPT 10	SEPT 12	9912	OCT 17	SEPT 18	Sept 26	SEPT 11	58-1809
USTON SEPT 13	SEPT 13	Sept 20	12600 LT	OCT 20	Sept 27	OCT 1	Sept 14	58-1815
ATON ROUGE Sept 21	Sept 23	Sept 24	10191.965	OCT 25	OCT 2	OCT 2	OCT 2	58-1828
STON OCT 9	OCT 9	OCT 11	5446	NOV 16/19	OCT 16	OCT 18	OCT 18	58-1835
ESTREHAN Sept 23	Sept 25	Sept 27	12,100 LT	OCT 27	OCT 7	OCT 7	OCT	58-1827
ANCOUVER								
RTLAND OCT 7	OCT 6	OCT 13	16162	NOV 13	OCT 23	NOV 5 OCT 16		58 1565
ANCOUVER SEPT 19	SEPT 20	Sept 23	12500 LT	OCT 25	OCT 8	OCT 9	OCT 4	58-1839
KTLAND SEPT 11	SEPT 11	Sept 15	10100 LT	OCT 11	Sept 24	Sept 26		57 1424
COMA SEPT 9								
RTLAND ~~AUG 28~~	SEPT 10	SEPT 13	10150	OCT 13	Sept 19	~~Sept 26~~	~~Sept~~	58 1811
RTLAND AUG 25	AUG 30	SEPT 7	11500	OCT 13	SEPT 16	ERCHWP ~~Sept 26~~		58-1810
RTLAND SEPT 3	SEPT 9	SEPT 12	11427.5	OCT 20	Sept 19	~~Sept 26~~	~~Sept~~	57 1811
LAMA SEPT 11	SEPT 11	SEPT 12	19166	OCT 18	Sept 23	Sept 26	SEPT 8	57 1794
LONGVIEW OCT 2	OCT 2	OCT 3	5250	DEC 20	OCT 14	OCT 17	OCT 14	58-1548
ANCOUVER Sept 22	Sept 25	Sept 27	14555 LT	OCT 29	OCT 3	OCT 9	SEPT 3	58-1790

	USGULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	
1	WALL ST. TRADERS INC	✓ ALDINA	US	18000-5	CONTINENTAL	BOMBAY	AUG 1/15	JULY 28	
2	C NAVCOT	~~ALFAID~~ OLYMPIC MOUNTAIN	F	20000-10	CONTINENTAL	BOMBAY	AUG 11/31	AUG 15/20	
3	C AMER.FORN S.S.CO.	AMERICAN FALCON		11000-10	GARNAC	VIZAG/CAL	AUG 15/30	SEPT 30	
4	STATES MARINE CD-1453	✓ AUDREY LUCKENBACH	US	5000-10	BARTLETT	CALCUTTA	AUG 1/10	AUG 8/10	
5	C NAVCOT	✓ ~~ALFAID~~	F	20000-10	HARLIN	BOMBAY	AUG 11/31	AUG 25	
6	WESTCOAST SS	✓ NAMED PILOT ROCK COLUMBIA-TRADER	US	10000-5	PRODUCERS	VIZAG/CAL	AUG 11/25	AUG 15/16	
7		✓ ERCTA	F	10000-5	DREYFUS	BHAVNAGAR	AUG 1/24	AUG 1	
8	LEIF HOEGH	✓ HOEGH ARROW	F	20000-10	CONTINENTAL	KANDLA	AUG 1/24	AUG 2 / JULY 30	
9		✓ MERCHANT ROYAL	F	11400/12000	BUNGE	VIZAG/CAL &	AUG 5/24	AUG 10	
10	E.M.LIVANOS	✓ LUCY	F	10500-5	BARTLETT	MADRAS/CAL	AUG 1/24	AUG 5	
11	E J SMITH	✓ SMITH EXPLORER	US	10000-5	BUNGE	VIZAG/CAL	AUG 5/20	AUG 8	
12	"	✓ SMITH VOYAGER	US	10000-5	BUNGE	MADRAS/CAL	AUG 15/30	AUG 15	
13	HUDSON C WATERWAYS	✓ TRANSASIA	F	17600-10	CARGILL	BOMBAY	AUG 5/30	AUG 14/15	
14	HUDSON C WATERWAYS	✓ TRANS ERIE	US	17600-10	CARGILL	BOMBAY	AUG 5/30	AUG 20 22	
15	MIDWEST	✓ WABASH	US	12000-5	HARLIN	MADRAS/CAL	AUG 6/21	AUG 10/11	
16	AMER.TRAD. C & PROD.	✓ WASHINGTON TRADER	US	15500-5	DREYFUS	BOMBAY	AUG 10/25	AUG 13	
17	PENINSULAR NAV.	✓ WESTCHESTER	US	10000-5	CONTINENTAL	VIZAG/CAL	AUG 10/25	AUG 25/28	
18	C ~~SYDNEY~~ T.T.	✓ TYN GRECIAN ISLES	F	11450-10	BARTLETT	VIZAG/CAL	AUG 1/31	AUG 27 SEPT 1/2	
19	CENTRAL GULF CD-1454	~~GREEN DALE~~ TEN AMERICAN ROBIN	US	5500-10 10000-10	BARTLETT	BHAVNAGAR	AUG 1/25	SEPT 1/2 AUG 25/28	
20	"	✓ GREEN VALLEY	US	~~5000~~ 5500-10	BARTLETT	BHAVNAGAR	AUG 1/25	SEPT 6 AUG 26 31	
21									
22									
23	NO.PAC								
24	C	✓ BARBARA FRIETCHIE	US	10000-5	ARCHER-DAN	MADRAS/CAL	AUG.15/31	AUG 15	
25	S.S.Y	✓ COTTONWOOD CREEK	US	13700-5	PRODUCERS	MADRAS/CAL	AUG 15/30	AUG 16	
26		✓ MAECO	US	19000-5	ARCHER-DAN	BOMBAY	AUG 15/31	AUG 20	
27		✓ WILDTRADER	F	11500-5	DREYFUS		SEPT 1 AUG 15/30	SEPT 1 AUG 20/26	
28	T.T. CD-1456	✓ JAGVIJAY	F	4900-5	PRODUCERS	CALCUTTA	AUG.20/SEPT.10	AUG.20	
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1963

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

⑥ LOADING PORT TENDER	⑦	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑪ RECD DOCS	⑪ M.R.	⑪ BILLING	⑪ FILE NO
EW ORLEANS	JULY 29	JULY 30	JULY 31	18600	AUG 26	AUG 8	AUG 9	AUG 8	58-1771
EW ORLEANS	AUG 26	SEPT 5	SEPT 6	19730.12	OCT 6	SEPT 11	SEPT 16	SEPT 11	58-1803
EW ORLEANS	AUG 7	AUG 7	AUG 8	4539.64	SEPT 19	AUG 12	AUG 23	AUG 12	SF 1780
EW ORLEANS	AUG 26	AUG 26	AUG 28	22,666	SEPT 30	SEPT 4	SEPT 9	SEPT 4	58-1794
OUSTON	AUG 14	AUG 15	AUG 16	10,205.357	OCT 1	AUG 23	REL IN WASH	AUG 26	SF [illegible]
ASCAGOULA	AUG 2	AUG 6	AUG 17	14,359.237	SEPT 23	AUG 9	AUG 14	AUG 9	SF 1778
EW ORLEANS	AUG 5	AUG 6	AUG 7	21,265	SEPT 9	AUG 9	AUG 14	AUG 9	58-1777
ELTRCHAN	AUG 8	AUG 14	AUG 15	11,741.025	SEPT 9	AUG 20	SEPT 3	AUG 9	SF 1776
EW ORLEANS	AUG 5	AUG 9	AUG 12	10,700	SEPT 18	AUG 19	AUG 23	AUG 9	SF 1775
ESTREHAN	AUG 9	AUG 15	AUG 16	10,100	SEPT 16	AUG 27	SEPT 3	AUG 28	58-1787
ESTREHAN	AUG 19	AUG 22	AUG 23	9955.491	SEPT 26	AUG 29	SEP 16	AUG 29	58-1791
ATON ROUGE	AUG 15	AUG 15	AUG 16	16100	SEPT 19	AUG 27	AUG 27	AUG 27	58-1788
ATON ROUGE	AUG 22	AUG 23	AUG 25	16,000	SEPT 25	SEPT 3	SEPT 4	SEPT 4	58-1799
ALVESTON	AUG 12	AUG 12	AUG 14	12350 LT	SEPT 10	AUG 16	AUG 23	AUG 16	SF 1782
ASCAGOULA	AUG 13	AUG 15	AUG 18	16,271 LT	SEPT 16	AUG 26	AUG 27	AUG 26	58-1786
EW ORLEANS	AUG 12	AUG 12	AUG 13	19306 LT	OCT 2	AUG 19	AUG 27	AUG 20	SF 1779
EW ORLEANS	AUG 28	SEPT 3	SEPT 4	12,188.392	OCT 4	SEPT 9	SEPT 12	SEPT 9	58-1801
W ORLEANS	SEPT 20	SEPT 20	SEPT 21	35050 LT	NOV 2	SEPT 26	SEPT 27 ORIG REC'D 9/18	SEPT 26	SF 1821
W ORLEANS	SEPT 12	SEPT 12	SEPT 12	6000	OCT 26	SEPT 16	SEPT 23	SEPT 18	58-1816
ANCOUVER	AUG 14	AUG 15	AUG 17	9900 LT	SEPT 24	AUG 27	SEPT 6		58-1785
RTLAND	AUG 20	AUG 20	AUG 25	14100	OCT 1	9-11 SEPT 3	SEPT 4		58-1797
ACOMA	AUG 22	AUG 22	AUG 25	18050	SEPT 25	AUG 30	SEPT 9		58-1792
RTLAND	SEPT 3	SEPT 3	SEPT 6	12625	OCT 1	SEPT 16	SEPT 20	OCT 2	58-1811
KALAMA	AUG 22	AUG 22	AUG 25	5144.99	OCT 1	SEPT 3	SEPT 4	SEPT 13	58-1795

WHEAT JULY 1963

	US GULF		STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LO
1	DOWD	✓	ALMENA	US	16000-S	PRODUCERS	BOMBAY	JULY 1/15	~~JULY 8~~ JUNE 28	H
2	STATES MARINE		WELLESLEY VICTORY ~~BADGER STATE~~	US	10200-S	DREYFUS	MADRAS/CAL	JULY 1/15	JULY ~~8~~	P
3	T.T.T.	✓	BREWALDA	F	10700-S	DREYFUS	MADRAS/CAL	JULY 1/25	JULY ~~25~~	
4	GARNAC	✓	CELERINA	F	11500/12000	GARNAC	MADRAS/CAL	JULY 1/25	JULY ~~25~~ 2	N
5	T.T.T.	✓	SUSSEX TRADER	F	10500-S	BUNGE	VIZAG/CAL	JULY 1/25	JULY ~~12~~	
6	NAVCOT	✓	GEMSTONE	F	~~11500/12000~~ 12000-S	DREYFUS	VIZAG/CAL	JULY 1/25	JULY ~~4~~	P
7	LIVANOS		GEORGIOS	F	~~10000/10500~~ 57	BARTLETT	VIZAG/CAL	JULY 10/25	JULY ~~13~~ 18	N
8	C MARINE TRANSP		HORSMOUNT TO BE RENAMED ~~BONANCE~~	F	20000-10	BUNGE	BOMBAY	JULY 1/20	JULY ~~16~~	
9	VICTORY TRANSP S.S.Y.		HUDSON	US	13700-S	PRODUCERS	MADRAS/CAL	JULY 10/25	JULY ~~16~~	H
10	EARL J.R. SMYTH		JANET QUINN	US	10000-10	DREYFUS	BHAVNAGAR	JULY 10/25	JULY ~~8~~	P
11	WEYERHAEUSER C LINE		JOHN WEYERHAEUSER	US	10000-S	BUNGE	MADRAS/CAL	JULY 9/25	JULY ~~13~~	
12	HANSON TIDEMANN	✓	MANHATTAN	F	10000-S	GARNAC	VIZAG/CAL	JULY 1/25	JUNE 30 JULY ~~5~~	N
13	MERCURY MARINE		NOSTOS	F	18000-10	CONTINENTAL	BOMBAY	JULY 10/25	~~ETA 6/17~~ JULY ~~12~~	N
14	HUDSON C WATERWAYS		POINT LACRE	F	17600-10	CARGILL	BOMBAY	JULY 5/30	JULY ~~4~~	P
15	MARINE C TRANSP		SANTORE	US	20000-10	BUNGE	KANDLA	JULY 9/24	JULY ~~13~~	D
16	EARL J.R. SMITH HUDSON		SMITH BUILDER	US	10000-S	BARTLETT	BHAVNAGAR	JULY 10/25	JULY ~~13~~	N
17	C WATERWAYS		TRANSRAS INDIA	US	17600-10	CARGILL	BOMBAY	JULY 1/25	JULY ~~20~~ 23	B
18	WINDSOR C NAV.		WASCO	US	14000-S	CARGILL	VIZAG/CAL	JULY 5/20	JULY ~~16~~	B
19	~~WINCHESTER~~		~~JACQUELINE SOMECY~~	US	10000	GARNAC	MADRAS/CAL	JULY 15/28	JULY ~~24~~ 28	N
20	WINCHESTER		~~YBS CATHY~~	US	~~11500-S~~	HARLIN	VIZAG/CAL	JULY 1/25	JULY ~~8~~	
21	RETHYMNIS	✓	AGHIOS NICOLAOS ~~EXTRY 4 AGIOS STRINGS~~	F	10200-S	HARLIN	MADRAS/CAL	JULY 15/28	AUG 3/17	
22	GARRETT FULLER	✓	~~BELIOT-VICTORY~~ OREGON VICTORY	US	10000-S	HARLIN	VIZAG/CAL	JULY 1/15	JULY 23	A
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

⑥ LADING PORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	DOCS RECD	⑫ M.R.	BILLING	⑬ FILE NO.
HOUSTON	JUNE 28	JULY 5	JULY 5	16000	AUG 5	JULY 10	JULY 19	JULY 11	58-1750
PASCAGOULA	JULY 9	JULY 18	JULY 21	10000	AUG 31	JULY 29	JULY 29	JULY 29	58
PASCAGOULA	JULY 6	JULY 11	JULY 12	10949.906	AUG 17	JULY 18	JULY 19	JULY 9	58-1745
NEW ORLEANS	JULY 2	JULY 10	JULY 12	12000	AUG 10	JULY 19	JULY 19	JULY 9	58-1746
DESTREHAN	JULY 11	JULY 12	JULY 12	10483.929	AUG 20	JULY 18	JULY 25	JULY 12	58-1757
PASCAGOULA	JULY 5	JULY 7	JULY 8	12558	AUG 10	JULY 17	JULY 19	JULY 9	58-1743
NEW ORLEANS	JULY 18	JULY 23	JULY 25	10200	SEPT 12	AUG 30 JULY 30	AUG 5	JULY 22	58-1761
DESTREHAN	JULY 18	JULY 24	JULY 26	18000	AUG 23	JULY 31	AUG 5	JULY 22	58-1763
HOUSTON	JULY 20	JULY 20	JULY 21	14350	AUG 25	JULY 26 31	JULY 31	JULY 29	58-1767
PASCAGOULA	JULY 9	JULY 20	JULY 21	10174.88	AUG 3	JULY 29	JULY 31	JULY 29	58-1769
DESTREHAN	JULY 16	JULY 16	JULY 17	9857.142	AUG 27	JULY 22	JULY 26	JULY 22	58-1762
NEW ORLEANS	JULY 1	JULY 6	JULY 10	10000	AUG 29	JULY 18	JULY 10	JULY 9	58-1744
NEW ORLEANS	JULY 18	JULY 19	JULY 22	18857	AUG 20	JULY 29	JULY 31	JULY 22	58-1760
PORT ARTHUR	JULY 3	JULY 11	JULY 18	18250	AUG 18	JULY 25	AUG 6 AUG 7	JULY 8	58-1739
DESTREHAN	JULY 17	JULY 20	JULY 23	22000	AUG 17	JULY 29	JULY 31	JULY 29	58-1766
NEW ORLEANS	JULY 11	JULY 15	JULY 17	10026.786	AUG 25	JULY 26	JULY 26	JULY 26	58-1764
BATON ROUGE	JULY 29	JULY 29	JULY 30	19360	AUG 22	AUG 8	AUG 9	AUG 8	58-1772
BATON ROUGE	JULY 15	JULY 16	JULY 17	14700	AUG 10	JULY 26	JULY 26	JULY 26	58-1765
NEW ORLEANS	JULY 26	JULY 29	JULY 31	10200	AUG 27	AUG 8	AUG 9	AUG 8	58-1773
HOUSTON	JULY 9	JULY 11	AUG 12	10800	AUG 15	JULY 26	JULY 26	JULY 16	58-1755
HOUSTON	AUG 6	AUG 7	AUG 8	10000	SEPT 6	AUG 10	REL. IN WASH EXCH	AUG 10	58-1779
HOUSTON	JULY 5	JULY 8	JULY 9	10053.571	AUG 15	JULY 16	IN WASH	JULY 16	58-1757

L. M.

JUNE W-H E

	U S GULF		STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LOS
1	WINCHESTER	✓	AMERICAN ORIOLE	US	11000-10	HARLIN	MADRAS/CAL	JUNE 15/30	JUNE 25	HO
2	ANASTASIA	✓	ARMONIA	F	12000-5	CARGILL	MADRAS/CAL	JUNE 1/29	JUNE 11/13	PO
3	T.T.T.	✓	BELFRI	F	20000-10	CARGILL	BOMBAY KANDLA	JUNE 1/17	JUNE 10	PO
4	HUDSON WATERWAYS	✓	DIONE	F	20000-10	CARGILL	BOMBAY	JUNE 5/30	JUNE 24	PO
5	NAVCOT	✓	GOLDSTONE	F	12000-5	CONTINENTAL	MADRAS/CAL	JUNE 10/29	JUNE 25	HO
6	NAVCOT	✓	IOLCOS	F	20000-10	CARGILL	BOMBAY	JUNE 1/25	JUNE 18	PO
7	NAVCOT	✓	ALVA STAR	F	19300-10	CARGILL	BOMBAY	JUNE 1/20	JUNE 1	PO
8	BLIDBERG ROTHCHILD	✓	NORWALK BRISH-ALDER	US	11500-5 10000-5	PRODUCERS	BHAVNAGAR VIZAG/CAL	JUNE 1/25	MAY 31 JUNE 200	HO
9	PENN.NAV.	✓	SENECA JACQUELINE-SOMECK	US	10000-5 11500-5	PRODUCERS	VIZAG MADRAS/CAL	JUNE 12/25 JULY 10	JULY 7 JUNE 26	HO
10	PENN SHPG	✓	PENN TRANSPORTER	US	13600-10	CARGILL	VIZAG/CAL	JUNE 1/25	JUNE 23	HO
11	KERR SS	✓	SILVERBECK	F	11000-5	F H PEAVEY	MADRAS VIZAG/CAL	JUNE 12/29	JUNE 1523	HO
12	EARL J SMITH&CO	✓	SMITH TOURIST	US	10000-5	CONTINENTAL	BHAVNAGAR	JUNE 10/25	JUNE 15	GA
13	HUDSON WATERWAYS	✓	TRANSBAY ORLEANS	US	17500-10	CARGILL	BOMBAY	JUNE 5/25 JULY 10	JULY 4/5	PO
14	INTL.NAV.	✓	VOLUSIA	US	11500-5	CARGILL	MADRAS/CAL	JUNE 3/18	JUNE 5 4	PO
15	FUNCH EDYE	✓	AMSTELMEER NORWALK	F	11500/12000 11500-10	PRODUCERS	MADRAS/CAL	JUNE 10/30	JUNE 8	NE
16	T.T.T.	✓	GRANEFORS	F	11000-5	HARLIN	MADRAS/CAL	JUNE 5/25	JUNE 8/10	HO
17	MARTRAD	✓	KING AEGEUS	F	11400-5	HARLIN	VIZAG/CAL	JUNE 10/29	JUNE 11/14	HO
18	KURZ & CO	✓	NORTHFIELD	US	20000-10	HARLIN	KANDLA BOMBAY	JUNE 10/25	JUNE 15/16	HO
19	T.T.T.	✓	POINT LOMA PENN-CARRIER	US	16000-5	CONTINENTAL	BOMBAY	JUNE 10/15	JUNE 10	HO
20	INTL NAV.		EVILIZ JACQUELINE-SOMECK	US	11500-5	HARLIN	MADRAS/CAL	JULY 1/15	JULY 1	GA HO
21	THOMAS ELWELL		ELWELL	US	10200-5	HARLIN	VIZAG/CAL	JUNE 20/25 JULY 8	JUNE 29/30	HO
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

AT 1963

⑦ ADING PORT	TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑫ DOCS RECD	⑬ M.R.	⑭ BILLING	FILE NO
USTON	JUNE 27	JULY 23	JULY 4	12100	AUG 30	JULY AUG 10	JULY 19	AUG 11	58-1777
RT ARTHUR	JUNE 17	JUNE 17	JUNE 19	12600	JULY 22	JUNE 24	JULY 1	JUNE 11	58-1756
RT ARTHUR	JUNE 17	JUNE 19	JUNE 23	22000 LT	JULY 30	JULY 2	JULY 3	JUNE 11	58-1720
RT ARTHUR	JUNE 24	JULY 1	JULY 4	18902.679	AUG 8	JULY 8	JULY 19	JUNE 27	58-1737
USTON	JUNE 25	JULY 3	JULY 7	11772	AUG 10	JULY 12	JULY 23 JULY 18	JULY 12	58-1767
RT ARTHUR	JUNE 18	JUNE 27	JUNE 29	19450	JULY 30	JULY 2	JULY 16	JUNE 19	58-1732
RT ARTHUR	JUNE 3	JUNE 5	JUNE 7	17400	JULY 7	JUNE 13	JUNE 24	MAY 29	58-1713
USTON	JUNE 3	JUNE 3	JUNE 5	11865	JULY 1	JUNE 11	JUNE 14	JUNE 12	58-1725
USTON	JUNE 27	JULY 5	JULY 5	10100	AUG 4	JULY 12	JULY 19	JULY 11	58-1746
USTON	JUNE 24	JUNE 29	JULY 1	14850	JULY 26	JULY 9	JULY 19	JULY 9	58-1740
USTON	JUNE 26	JULY 1	JULY 3	11550	AUG 3	JULY 10	JULY 22	JULY 11	58-1749
LVESTON	JUNE 17	JUNE 17	JUNE 18	10100	JULY 16	JUNE 29	JUNE 27	JUNE 20	58-1728
RT ARTHUR	JULY 6	JULY 7	JULY 11	16157.786	AUG 11	JULY 15	JULY 26	JULY 16	58-1763
RT ARTHUR	JUNE 4	JUNE 10	JUNE 12	11700	JULY 23	JUNE 13	JUNE 26	JUNE 13	58-1714
W ORLEANS	JUNE 10	JUNE 12	JUNE 14	11876.787	JULY 24	JUNE 24	JULY 1	JUNE 14	58-1730
USTON	JUNE 14	JUNE 24	JUNE 27	11035.714	JULY 27	JULY 9	JULY 10	JULY 9	58-1742
USTON	JUNE 12	JUNE 21	JUNE 22	11760.178	JULY 22	JUNE 27	JULY 8	JUNE 27	58-1730
USTON	JUNE 12	JUNE 27	JUNE 29	22000	JULY 30	JULY 9	JULY 12	JULY 9	58-1749
USTON	JUNE 13	JUNE 13	JUNE 19	16000	JULY 15	JULY 2	JULY 3	JULY 2	58-1738
LVESTON USTON	JULY 8	JULY 9	JULY 10	11600	AUG 25	JULY 15	JULY 23	JULY 16	58-1765
OUSTON	JULY 6	JULY 9	JULY 11	10553.571	AUG 13	JULY 16	JULY 25 JULY 22	JULY 16	58-1756

U.S. GULF	STEAMER		TONNAGE MIN/MAX	SUPPLIER	DISCHARGE	LAYDAYS	ETA	
MIDWEST	AIYA MARKELLA	F	11200/12000	CARGILL	MADRAS/CAL	MAY 1/25	MAY 4	
NAVCOT	ALKOR	F	20000-10	CONTINENTAL	BOMBAY	MAY 10/31	MAY 25	
OCEANIC	IRISH ALDER	F	11500/12000	HARLIN	VIZAG/CAL	JUNE 1/25		
~~FUNCH EDYE~~ BLIDBERG	~~AMSTELMAR~~		MIN/MAX					
ROTHCHILD	DIMITRIOS	F	20000-10	BARTLETT	BOMBAY	MAY 20/31	MAY 19	
S.S.Y.	JEFFERSON CITY VICTORY	US	9500-5	HARLIN	VIZAG/CAL	MAY 8/27	MAY	
NAVCOT	MARINELLA DAMICO	F	20000-10	CONTINENTAL	BOMBAY	MAY 1/20	MAY 2	
LIVANOS	PEARL CREEK	F	11500/12000	BUNGE	VIZAG/CAL	MAY 1/25		
PENN SHPG.	PEARL SEA	F	10800-5	CONTINENTAL	MADRAS/CAL	MAY 1/20		
~~PAC. WEST~~	~~XEONIXLOMA~~ PENN CARRIER	US	16000-5	CONTINENTAL	BOMBAY	MAY 15/31		
HUDSON	TRANSASIA	F	17600-10	CONTINENTAL	BOMBAY	MAY /25		
"	BENTS FORT RENAMED ~~TRANSHUDSON~~	US	17600-10	CONTINENTAL	BOMBAY	MAY 1/25		
AMER.FOR.	VICKSBURG	US	17000-10	HARLIN	~~BOMBAY~~ KANDLA	MAY 16/25		
AMER.TRAD & PROD.	VIRGINIA TRADER	US	15500-5	CONTINENTAL	BOMBAY	MAY 10/25		
NO.AMER.NAV	WABASH	US	12000-5	HARLIN	MADRAS/CAL	MAY 8/28		
GLOBAL BULK TRANSP	WELSH CITY	F	9500-5	DREYFUS	MADRAS/CAL	MAY 6/31		
AMER FOREIGN	RENAMED AMERICAN ROBIN ~~KELP FORESTER~~	US	11000-10	DREYFUS	MADRAS/CAL	MAY 7/27		
S.S.Y.	COTTONWOOD CREEK	US	14000-5	HARLIN	MADRAS/CAL	MAY 16/27		
TRICON	WINDSOR VICTORY	US	10000-5	HARLIN	MADRAS/CAL	MAY 15/31		
NO.PAC.								
GEORGELIS INC.	ANJI	F	10000-5	DREYFUS	VIZAG/CAL	MAY 5/20		
	CARDIFF CITY	F	12800-5	PRODUCERS	VIZAG/CAL	MAY 1/25		
CHAS.KURZ	CURTIS WOOD	US	15500-5	CONTINENTAL	BOMBAY	MAY 10/25		
STARBOARD	ELAINE	US	11000-5	CONTINENTAL	VIZAG/CAL	MAY 1/15		
OCEANIC XCT.	IRISH MAPLE	F	10000-5	PEAVEY	VIZAG/CAL	MAY 10/31		
	LETO	F	18000-10	KERR	BOMBAY	MAY 1/20	MAY 16	
PACIFIC TRANSP	POINT REYES	US	12000-5	PRODUCERS	BOMBAY	MAY 1/15		
	THISTLEDOWNE	F	10500-5	PEAVEY	VIZAG/CAL	MAY 1/25		
MARITIME OVERSEAS	EVICYNTHIA	US	10000-5	MARUBENI	BHAVNAGAR	MAY 1/25		

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

⑥	⑦	⑧	⑨	⑩	⑪	⑫	⑬		
ADING PORT TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECI DOCS	MR	BILLING NO.		FILE
RT ARTHUR MAY 4	MAY 6	MAY 8	11450	JUNE 7	MAY 10	MAY 20	MAY 10	58-169	
OUSTON MAY 29	MAY 29	JUNE 1	22000	JULY 2	JUNE 10	JUNE 20	JUNE 11	58-173	
~~CC SCHUNE~~ MAY 31	MAY 31	JUNE 4	10339.286	JULY 6	JUNE 17	JUNE 12	JUNE 18	58-173	
OUSTON MAY 20	MAY 22	MAY 23	20741.518	JUNE 23	MAY 29	JUNE 14	MAY 31	58-171	
OUSTON MAY 10	MAY 11	MAY 11	9820	JUNE 12	MAY 20	MAY 21	MAY 20	58-170	
OUSTON MAY 2	MAY 9	MAY 11	18300	JUNE 11	MAY 20	MAY 21	MAY 20	58-170	
RPUS CHRISTI									
~~STAFFAN~~ MAY 27	MAY 27	MAY 28	12000	JULY 2	MAY 31	JUNE 7	MAY 31	58-171	
OUSTON MAY 1	MAY 2	MAY 4	10850	JUNE 3	MAY 8	MAY 16	MAY 8	58-169	
~~MAY 30~~ JUNE 10									
LVESTON JUNE 10	JUNE 10	JUNE 11	16000	JULY 11	JUNE 13	JUNE 21	JUNE 13	58-172	
LVESTON MAY 11	MAY 13	MAY 15	16100	JUNE 16	MAY 17	MAY 27	MAY 17	58-170	
W ORLEANS MAY 27	MAY 26	MAY 27	16250	JUNE 25	MAY 31	JUNE 7	MAY 31	58-171	
OUSTON MAY 20	MAY 20	MAY 22	16,150 LT	JUNE 23	MAY 29	MAY 31	MAY 29	58-171	
EW ORLEANS MAY 21	MAY 22	MAY 23	16000	JUNE 22	MAY 27	JUNE 3	MAY 27	58-171	
OUSTON MAY 15	MAY 15	MAY 17	12322	JUNE 18	MAY 23	MAY 27	MAY 23	58-170	
SCAGOULA MAY 13	MAY 13	MAY 14	9544.46	JUNE 30	MAY 16	MAY 21	MAY 16	58-170	
SCAGOULA JUNE 13	JUNE 13	JUNE 15	12089.534	JULY 17	JUNE 24	JUNE 26	JUNE 24	58-173	
OUSTON MAY 13	MAY 13	MAY 14	14350.007	JUNE 9	MAY 23	MAY 23	MAY 23	58-171	
OUSTON MAY 26	MAY 27	MAY 28	10200	JUNE 26	MAY 31	JUNE 12	MAY 01	58-172	
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RTLAND MAY 15	MAY 16	5/22	10.000	JUNE 8	MAY 29	JUNE 3		58-172	
ALAMA MAY 1	MAY 8	MAY 9	13458	JUNE 4	MAY 14	MAY 17		58-170	
ONGVIEW									
RTLAND MAY 26	MAY 27	MAY 31	15410.061	JUNE 30	JUNE 11	JUNE 11		58-172	
ONGVIEW									
RTLAND MAY 7	MAY 17	MAY 20	11400	JUNE 24	MAY 29	JUNE 3		58-171	
RTLAND MAY 23	MAY 27	MAY 31	9825.7	JULY 2	JUNE 6	JUNE 18		58-172	
ONGVIEW									
RTLAND MAY 22	5/28	JUNE 4	18574	JULY 17	JUNE 21	JUNE 12		58-173	
NCOUVER									
ALAMA MAY 14	MAY 15	MAY 28	12040.34	JUNE 23	MAY 28	MAY 29		58-171	
RTLAND									
NCOUVER MAY 20	MAY 20	MAY 26	10400	JULY 1	JUNE 5	JUNE 5		58-172	
~~NCOUVER~~									
RTLAND MAY 8	MAY 10	MAY 13	10100	JUNE 25	MAY 23	MAY 27		58-170	
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WHEAT APRIL 1963

	U.S. GULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	FUNCH EDYE	AMSTELKROON	F	11000-5	BUNGE CORP	MADRAS/CAL	APR.1/25	APR. ~~1/6~~ 15/~~25~~
2	OCEANIC AGENCIES	IRISH ASH	F	10000-5	BARTLETT	MADRAS/CAL	APR.10/30	APR. ~~10/18~~ 16
3	GLOBAL	NEW WESTMINISTER CITY	F	9500-5	BUNGE	BHAVNAGAR MADRAS/CAL	APR.1/25	APR 24
4	NAVCOT	PEARLSTONE	F	11450-10	DREYFUS	MADRAS/CAL	APR. ~~1/20~~ 10/30	APR. 26
5		STEENWIJK	F	11200-5	GARNAC	MADRAS/CAL	APR.1/25	APR. ~~5/28~~
6		SNIGHAUG	F	20000-10	BUNGE	BOMBAY	APR.1/20	MAR 29 31
7	HUDSON WATERWAYS	TRANSORIENT TRANS-HATTERAS	US	~~18400-10~~ 17500-10	GARNAC	BOMBAY	APR.5/30	APRIL 27
8	WINCHESTER	P & T SEAFARER	US	11000-10	HARLIN	MADRAS/CAL	APR.1/15	MAR 30
9	AMER. BULK CARRIERS	RYE	US	9500-5	HARLIN	BHAVNAGAR	APR.10/25	~~APR 16~~ 26/28/29
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17								
18	NO.PAC.							
19	CO. LIBERTY NAV.	CANADA MAIL	US	2000-10	DREYFUS	CALCUTTA	APR.8/18	APR 18 9
20		BARBARA FRIETCHIE	US	10000-5	DREYFUS	VIZAG/CAL	APR.1/15	APR. ~~1/8~~ 7/8
21	WEST COAST SS CO	COLUMBIA TRADER	US	10000-5 MIN/MAX	PRODUCERS	VIZAG/CAL	APR.11/25	APR. ~~15~~ 16 17
22		ERLING H SAMUELSON	F	20000/22000	CONTINENTAL	~~BOMBAY~~ LAND-A-	APR.15/30	~~APR.15~~ APR 20
23		GRAINTON	F	10700-5	F H PEAVEY	VIZAG/CAL	APR.1/20	APR ~~1/14~~ 11
24	VICTORY TRANSPORT	HUDSON S.S.Y.	US	13500-5	ARCHER DAN	VIZAG/CAL	APR.15/30	APR.15
25	S.S.Y	IONIAN MESSENGER	F	19000-5	ARCHER DAN	BOMBAY	APR.1/15	MAR 27/25
26	AMER.TRAD.&PROD.	MARYLAND TRADER	US	18500-5	ARCHER DAN	~~BOMBAY~~	APR.10/30	APR ~~25~~ 28
27		MERCHANT ROYAL	F	11400-5	CONTINENTAL	VIZAG/CAL	APR.1/25	APR ~~1~~ 8/1
28	WEST COAST SS CO	OREGON VICTORY	US	10000-5 MIN/MAX	PRODUCERS	~~VIZAG/CAL~~	APR.16/30	APR. ~~16~~ 28 16
29	LIVANOS	PEARL HAVEN	F	11500/12000	WEST COAST	VIZAG/CAL	APR.1/25	APR. ~~1/5~~ 3
30		PENN VANGUARD	US	11500-5	CONTINENTAL	VIZAG/CAL	APR.15/30	APR ~~30~~ 26
31		UTSIRA	F	MIN/MAX 10000/12000	PRODUCERS	VIZAG/CAL	APR.1/25	MAR 24 APR. ~~25~~/26
32		NAECO	US	19000-10	PRODUCERS	BOMBAY	APR.1/15	APR 1
33	CANADA							
34		CITY OF OXFORD	F	146.75	BUNGE	CALCUTTA	APR.20/30	APR 22
35								

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

⑨ LOADING PORT	⑨ TENDER	⑨ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑪ RECD DOCS	⑪ M.R.	⑪ BILLING	FILE NO
GALVESTREHAN	APR 16	APR 19	APR 20	11491.071	MAY 27	APR 24	MAY 1	APR 24	58-1683
NEW ORLEANS	APR 15	APR 18	APR 19	12179.465	MAY 25	APR 29	MAY 1	APR 29	58-1687
GALVESTREHAN	APR 2	APR 11	APR 11	9576	MAY 11	APR 17	APR 24	APR 17	58-1684
PASCAGOULA	APR 29	MAY 1	MAY 2	12595	JUNE 6	MAY 8	MAY 9	MAY 8	58-1695
CORPUS CHRISTI	APR 12	APR 15	APR 16	11477.68	MAY 23	APR 18	APR 24	APR 18	58-1696
GALVESTREHAN	APR 1	APR 9	APR 12	22000	MAY 10	APR 17	APR 24	APR 17	58-1673
CORPUS CHRISTI	APR 25	APR 25	APR 27	20200.3215	MAY 29	APR 30	MAY 3	MAY 1	58-1689
HOUSTON	APR 1	APR 4	APR 5	17000	MAY 7	APR 10	APR 16	APR 10	58-1667
HOUSTON	MAY 1	MAY 2	MAY 4	9388.393	JUNE 5	MAY 13	MAY 14	MAY 13	58-1698
									10
									11
									12
									13
									14
									15
									16
									17
									18
PORTLAND	APR 19	APR 19	APR 20	2000	JUNE 14	APR 26	EXCH 4/30 IN WASH	APR 26	58-1684
PORTLAND	APR 13	APR 13	APR 16	10160	MAY 14	APR 22	APR 24 EXCH		58-1682
VANCOUVER	APR 22	APR 27	APR 30	10200	JUNE 8	MAY 3	IN WASH		58-1690
LONGVIEW	APR 29	MAY 7	MAY 11	21240	JUNE 3	MAY 16	MAY 21		58-1703
PORTLAND	APR 12	APR 13	APR 28	11235	JUNE 1	MAY 6	MAY 8		58-1692
VANCOUVER	APR 16	APR 16	APR 18	14100	MAY 18	APR 26	APR 30		58-1685
TACOMA	MAR 27	APR 4	APR 8	19350	MAY 8	APR 11	APR 17		58-1664
VANCOUVER	APR 29	MAY 2	MAY 7	19040	JUNE 6	MAY 13	MAY 16		58-1700
KALAMA PORTLAND	APR 1	APR 3	APR 11	11450	MAY 8	APR 18	APR 24		58-1675
VANCOUVER	APR 20	APR 27	APR 29	10000	MAY 27	MAY 3	EXCH IN WASH		58-1697
VANCOUVER PORTLAND	APR 3	APR 4	APR 8	12000	MAY 8	APR 15	APR 17		58-1670
VANCOUVER	APR 24	APR 27	MAY 7	11380	JUNE 14	MAY 13	MAY 17		58-1694
KALAMA	MAR 30	APR 1	APR 3	11635	MAY 7	APR 8	APR 16		58-1664
KALAMA	APR 3	APR 4	APR 9	18800	MAY 12	APR 15	APR 22		58-1677
									33
MONTREAL	APR 23	APR 23	APR 28	146.50	JUNE 20	MAY 13	EXCH IN WASH	MAY 13	58-1686
									35

43 163

	U S G U L F STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LOA
MERCURY MARINE	ASTRAEA IOLCOS	F	20000-10	BUNGE	BOMBAY	MAR. 1/31	MAR.23	DRS
GARNAC	CELERINA	F	MIN/MAX 11500/12000	GARNAC	MADRAS/CAL	MAR. 1/20	MAR. 7	NEW
MERCURY MARINE	DIONE	F	20000-10	BUNGE	BOMBAY	MAR. 1/31	MAR. 21	DES
GLOBAL CHART &BROKERAGE	FALCONERA SERIOS CANTAN-MESSENGER	F	20000-10 20000-5	BUNGE	BOMBAY	15/30 5/15 MAR 1/30	MAR 27	DES
LIBERTY	JOSEFINA	US	10000-10	DREYFUS	MADRAS/CAL	MAR 15/31	MAR 27	PAS
NATL BULK CARRIERS	JOSHUA TREE	US	15000-10	DREYFUS	KANDLA	MAR 5/25	MAR 4	PAS
T.T.T.	KAPTAN PANTELIS	F	9000-5	BUNGE	MADRAS/CAL	MAR 1/20	MAR 15	DES
MERCURY MARINE	NOSTOS	F	20000-10	BUNGE	BOMBAY	MAR 1/31	MAR 23	DES
ANASTASIA	OTHON	F	12000-5	BUNGE	MADRAS/CAL	MAR 1/25	MAR 9	DES
MARITIME OVERSEAS	OVERSEAS ROSE	US	12000-5	DREYFUS	MADRAS/CAL	MAR 1/25	MAR 8/9	PAS
PENINSULAR NAV.	SENECA	US	10000-10	PRODUCERS	MADRAS/CAL	MAR 10/31	MAR 28	HOU
HUDSON WATWAYS	TRANS ERIE	US	17700-10	HARLIN	BOMBAY	MAR 6/31	MAR 21	HOU
NO. PAC.								
S.S.Y	COERU D'ALENE VICTORY	US	9500-5	PRODUCERS	VIZAG/CAL	MAR 10/31	MAR 4	KAL
MARINE TRANSP	GATUNLOCKS	F	19000-5	ARCHER-DAN	BOMBAY	MAR 5/29	MAR 23	TAC
GLOBAL BULK	HOUSTON CITY	US	MIN/MAX 11500/12000	NICHIMEN	VIZAG/CAL	MAR 10/30	MAR 12	SEA
MOL SHPG & TRAD.	OMNIUM FREIGHTER	US	11500-5	CONTINENTAL	VIZAG/CAL	MAR 10/25	MAR 10	LON
PACIFIC TRANSP	POINT BONITAS POINT-RAYES	US	12000-10	ARCHER-DAN	BOMBAY	MAR 1/28	MAR 21	TAC
W.C.SS	PORTLAND VICTORY	US	10000-5	TOSHOKU LTD	VIZAG/CAL	MAR 1/15	MAR 5	VAN
S.S.Y.	POTOMAC	US	11000-10 9000-10	KERR	BOMBAY	MAR 4/20	MAR 6/7	POR
	P & T EXPLORER	US	11000-10	CONTINENTAL	VIZAG/CAL	MAR 10/25	MAR 19	LON POR
NAVCOT	SILVERSTONE	F	11450-10	DREYFUS	VIZAG/CAL	MAR 11/31	MAR 25	POR
TERRACE	THUNDERBIRD	US	10000-5	DREYFUS	VIZAG/CAL	MAR 10/25	MAR 18	POR
	TOBON	F	9600-5	DREYFUS	BHAVNAGAR	MAR 1/20	MAR 2	POR
HUDSON WAYS	TRANSORLEANS	US	17000-10	PRODUCERS	BOMBAY	MAR 5/30	MAR 21	VAN TAC

H 1963 CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

⑥ DING PORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑫ ETA	⑬ RECD DOCS	⑪ N.R.	⑭ BILLING	⑮ FILE NO
TREHAN	MAR.23	MAR.25	MAR 27	19255.357	MAY 5	APR 2	APR 9	APR 3	58-1637
ORLEANS	MAR. 9	MAR 15	MAR 16	12000	APR 17	MAR22	MAR 22	MAR 25	58-1642
TREHAN	MAR 20	MAR 21	MAR 23	18720	APR 20	APR 2	APR 11	APR 3	58-1639
TREHAN	MAR 11	MAR 11	MAR 12	20577.343	APR 8	MAR 15	MAR 25	MAR 18	58-1633
CAGOULA	MAR 30	MAR 31	APR 1	10050	MAY 9	APR 5	APR 11	APR 5	58-1663
CAGOULA	MAR 7	MAR 7	MAR 9	15351.183	APR 5	MAR18	MAR 19	MAR 18	58-1637
TREHAN	MAR 16	MAR 18	MAR 18	9050	APR 29	MAR25	APR1	MAR 25	58-1645
TREHAN	MAR 28	MAR 30	MAR 31	19002	APR 30	APR 2	APR 16	APR 3	58-1636
TREHAN	MAR 15	MAR 17	MAR 17	12600	APR 24	MAR 21	MAR 25	MAR 21	58-1640
CAGOULA	MAR 15	MAR 17	MAR 17	12158.861	APR 19	MAR 19	MAR 25	MAR 19	58-1644
STON	MAR 29	APR 1	APR 4	10056.571	MAY 9	APR 8	APR 27	APR 8	58-1665
STON	MAR 22	MAR 23	MAR 25	16150	APR 24	MAR 29	APR 3	MAR 29	58-1653
AMA	MAR 7	MAR 9	MAR 12	9675.4	APR 17	MAR 19	MAR 21		58-1639
OMA	MAR 25	MAR 24	MAR 28	19218.75	MAY 2	APR 1	APR 9		58-1635
TTLE	MAR 17	MAR 27	MAR 29	12075	MAY 1	APR 1	APR 16		58-1654
GVIEW	MAR 20	MAR 20	MAR 23	11236.888	APR 13	MAR 29	APR 11		58-1650
OMA	MAR 28	MAR 31	APR 2	11900	MAY 15	APR 9	APR 16		58-1606
COUVER	MAR 11	MAR 13	MAR 15	9900	APR 13	MAR 21	EXCH IN WASH.		58-1641
TLAND	MAR 7	MAR 8	MAR 11	20600	APR 13	MAR18	MAR 25		58-1636
GVIEW TLAND	MAR 21	MAR 26	MAR 26	11900.8	APR 23	APR 4	APR 9		58-1661
TLAND	MAR 25	MAR 25	MAR 31	11575	MAY 1	APR 4	APR 11		58-1660
TLAND	MAR 20	MAR 20	MAR 21	9920	APR 26	MAR29	APR 1		58-1651
TLAND	MAR 4	MAR 7	MAR 7	9550	APR 13	MAR 12	MAR 18		58-1626
COUVER OMA	MAR 20	MAR 22	MAR 26	15870	APR 27	APR 2	APR 4		58-1658

WHEAT FEBRUARY

U S GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	
ANASTASIA	ARMONIA	F 6700-5 5300MIN/MAX	HARLIN	VIZAG/CAL	FEB.1/28	FEB. 5	
TIDAL CO	BONITA	F 14000-5	HARLIN	MADRAS/CAL	FEB.1/25	FEB. 5	
MARITIME OVERSEAS	LENA LUCKENBACH	US 12000-5	CARGILL	MADRAS/CAL	FEB. 1/25	FEB. 2 JAN. 29/30	
T.T.T. OCEANIC AGCY	SUSSEX TRADER	F 10400-5	CARGILL	MADRAS/CAL	FEB.1/25	FEB. 1	
	IRISH MABLE	F 10000-5	CONTINENTAL	BHAVNAGAR MADRAS/CAL	FEB.5/28	FEB. 10 10 13	
ANASTASIA	MYRTIDIOTISSA	F 12000-5	CONTINENTAL	MADRAS/CAL	FEB.1/25 MAR1	FEB 21 MAR 2	
LEIF HOEGH	HOEGH EAGLE	F 20000-5	CARGILL	BOMBAY	FEB. 1/25	FEB. 15	
S.I.I.	HUNTSFIELD	F 12000-5	HARLIN	MADRAS/CAL	FEB.5/28	FEB. 6/10 16	
STRACHAN	SCHOUWEN	F 17500-5	PEAVEY	BOMBAY	FEB. 18/28	FEB. 25 22 MAR 1 20	
WASH C CARRIER INC	WASHINGTON CARRIER	US 35500-5	BUNGE	BOMBAY	FEB.13/28 MAR 5	MAR 3/4 FEB	
NO.PAC.							
	AMERICAN MAIL	US 2500-10	DREYFUS	CALCUTTA	FEB.15/28	FEB. 25	
BLIDBERG ROTHCHILD	CARL LARSON	F 10200-5	PRODUCERS	VIZAG/CAL	FEB.12/28 MAR 9	FEB. 27 MAR 2	
BULK TRANSP	COTTONWOOD CREEK	US 14000-5	F H PEAVEY	KANDLA	FEB.10/25 MAR 7	FEB. 25 27	
INTNL.S	DIANA B	US 10000-5	DREYFUS	VIZAG/CAL.	FEB.10/28 MAR 7	FEB.15/17 MAR 7	
	HOLLANDSDIEP	F 13500-5	KERR	VIZAG/CAL	FEB.4/25	FEB. 7	
DOWD	MIDLAND	US 15750-5	PRODUCERS	BOMBAY	FEB.15/28 APR 5 MAR 1 END	MAR 19 APR 6	
	ORIENT CITY	F 13000-5	EAST COAST GR	VIZAG/CAL	FEB.10/28	FEB. 9 10	
NAVCOT CORP	BELFAST	F 18000-10	DREYFUS	BOMBAY	FEB. 8/28	FEB 24 19	
METRO PETRO.	CATHY	US 10500-5	CONTINENTAL		FEB.10/25	FEB. 20/20	
CANADA							
	BONASSOLA	F 16625MIN/MAX	BUNGE	BOMBAY	FEB. 1/20	FEBJAN 24	

1-9-63 CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO
HOUSTON	FEB 6	FEB 11	FEB ~~19~~ 16	~~13588~~ 13609	MAR 19	FEB	FEB 15	FEB 21	58-1613
HOUSTON	FEB 6	FEB 11	FEB 12	14550	MAR 16	FEB 20	FEB 26	FEB 20	58-1606
PORT ARTHUR	FEB 3	FEB 10	FEB 12	11950	MAR 20	FEB	MAR 6	FEB 14	58-1593
PORT ARTHUR	FEB 4	FEB 8	FEB 9	10300	MAR 21	FEB 4	MARI	FEB 14	58-1595
GALVESTON	FEB 11	FEB 19	FEB 20	10300	APR 7	FEB 7	MAR 15	FEB 27	58-1620
HOUSTON	FEB 16	MAR 4	MAR 7	12589.285	APR 9	MAR 15	MAR 21	MAR 18	58-1632
BATON ROUGE	MAR 9	MAR 18	MAR 19	21428.571	APR 26	MAR 5	MAR 29	MAR 25	58-1645
HOUSTON	FEB 18	FEB 25	FEB 27	12401.786	APR 3	MAR 4	MAR 8	MAR 4	58-1622
BATON ROUGE	FEB 26	MAR 10	MAR 11	18130	APR 8	MAR 8	MAR 22	MAR 18	58-1638
WESTREHAN	MAR 6	MAR 7	MAR 8	15650	APR 6	MAR 14	MAR 21	MAR 15	58-1631
EDAR RIVER							REL 3/26 ~~MARCH~~		
PORTLAND	FEB 21	FEB 21	FEB 22	2250	APR 19	FEB 2	MAR 15	MAR 1	58-1621
PORTLAND	MAR 4	MAR 4	MAR 8	22000	APR 10	MAR	MAR 19		58-1596
PORTLAND	FEB 27	FEB 28	MAR 5	13950	APR 10	MAR 5	MAR 3		58-1625
PORTLAND	MAR 6	MAR 7	MAR 10	9900	APR 18	MAR 4	MAR 19		58-1635
TACOMA	FEB 7	FEB 9	FEB 13	13975	MAR 17	FEB 18	FEB 25		58-1604
HONOLULU	APR 8	APR 14	APR 15	15314	MAY 20	APR 22	APR 30		58-1680
VANCOUVER	FEB 11	VANCOUVER	FEB 11	FEB 14	13200	MAR 18	FEB	FEB 25	58-1610
PORTLAND	FEB 21	FEB 21	FEB 28	17859.397	MAR 31	MAR 6	MAR 8		58-1624
LONGVIEW PORTLAND	FEB 26	FEB 27	MAR 6	9900.125	APR 10	MAR 5	MAR 19		58-1629
HALIFAX	JAN 26	JAN 28	JAN 30	18760	FEB 26	FEB 6	REL IN WASH		58-1600

L.M.

WHEAT JANUARY

	USGULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LC
1	MERCURY MARINE	~~ASTRAEA~~		20000-10	CONTINENTAL	BOMBAY	FEB 28	CANCELLED	RE
2	GLOBAL BULK	DEVON CITY	F	13000-5	PRODUCERS	CALCUTTA/CP	JAN 10/31	JAN 12 24	H
3	OCEANIC AGCY	IRISH ALDER	F	10000-5	HARLIN MILLS	CALCUTTA/CP	JAN 4/25	JAN 3	H
4	MERCURY MARINE	DIONE		20000-10	CARGILL	BOMBAY	JAN 2/31	FEB 1 27/30	B
5		LORD COBRINGTON	F	12000-5	HARLIN MILLS	CALCUTTA/CP	JAN 2/25	JAN 8	H
6		MOSTOS		20000-10	HARLIN	BOMBAY	JAN 2/31	FEB 9	H
7	SEATRANSP CORP:	MARINE MGRS							
8	C WEST COAST LINES	OLGA	US	10000-10	CARGILL	MADRAS/CAL	DEC.15/JAN 7	JAN/2	B
9	LIVANOS	OREGON VICTORY	US	10000-5	F. H. PEAVEY	MADRAS/CAL	JAN 10/25	JAN 12	H
10	PENN.SHIP	PEARLBEACH	F	12000-5	HARLIN	CALCUTTA/CP	JAN 2/25	JAN 2 4	H
11	S.S.Y.	PENN TRANSPORTER	US	14200-5	GARNAC	KANDLA	JAN 1/15	JAN 1/2	N
12	NAVCOT	SNELAND I	F	14200-5	BARTLETT	CALCUTTA/CP MADRAS	JAN 10/30	JAN 20	N
13	WASH CARRIER	GOLDSTONE ~~SILVERSTONE~~ WASHINGTON CARRIER	F	11450-10	BUNGE	CALCUTTA/CP	JAN 1/31	JAN 20	N
14	HUDSON WATERWAYS	~~TEXAS-WASHINGTON~~ TRANSASIA	F	15500-5	BUNGE	KANDLA	JAN 10/25	CANCELLED	W
15	MAR.TRANSP	VENORE	US	17400-10	CONTINENTAL	BOMBAY	JAN 1/25	JAN 25/26	4
16	MIDWEST SHPG	WABASH	US	21000-5	HARLIN	BOMBAY	JAN 1/22	JAN 2	
17	CARGO-SHIPS &TANKERS	~~ALVA~~ VICTORY ~~SYNDICATE~~	US	11200-10	DREYFUS	MADRAS/CAL	JAN 5/25	JAN 6/7	
18	CD-1442	GREEN ISLAND ~~TEN-NORMACGUIDE-~~	US	10000-5 10000-10	CARGILL	MADRAS/CAL BOMBAY	JAN 15/31	JAN 28 FEB 6/25	
19	" " CD-1448	WORLD FELICIA ~~ROBIN-TRENT~~	US	5500 3700	DREYFUS	BHAVNAGAR BOMBAY	JAN 1/31	JAN-25/30 MAR 1 6	
20									
21									
22									
23									
24									
25	NO.PAC								
26	WEST SS LINES	ALEPPO	F	14000-5	CARGILL	CALCUTTA/CP	JAN 2,25	JAN 8	P
27	ALVION	COLUMBIA TRADER	US	10000-5	DREYFUS	VIZAG/CAL	JAN 1/15	JAN 3	P
28	NAVCOT	GEMSTONE	F	12000-5	CONTINENTAL	CALCUTTA/CP BHAVNAGAR	JAN 2/20	JAN 6	L
29	HUDSON WATERWAYS	GRECIAN VALOUR	F	12000-5	ARCHER-DAN	CALCUTTA/CP	JAN 1/31	JAN 11/13	W
30	SIMPSONSPENCE & YOUNG	HUDSON	US	14000-5	NICHIMEN	VIZAG/CAL	JAN 16/31	JAN 26	C
31		LETO ~~-TOLCOS~~	F	20000-10	F.H.PEAVEY	BOMBAY	JAN 2/31	JAN 14	
32	WEST COAST SS LINES	PACIFIC TRADER	US	10000-5	KERR GRAIN	VIZAG/CAL	JAN 1/15	JAN 3	P
33	MARINE TRANSP	SANTORE	US	21000-5	CONTINENTAL	BOMBAY	JAN 20/25	JAN 14/15	
34									
35									

1963 CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 1

LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS.	M.R.	BILLING	FILE NO
REPLACED BY IRISH MAPLY & MYRTIDIOTISSA									
HOUSTON	JAN 28	FEB 6	FEB 8	13071.42	MAR 10 MAR 4	FEB 11	FEB 19	FEB 11	58-1589
HOUSTON	JAN 28	JAN 28	JAN 30	10044.64		FEB 5	FEB 11	FEB 6	58-1578
BATON ROUGE	CENCELLED REPLACED BY HOEGH EAGLE, SUSSES TRADER & LENA LUCKENBACH								
HOUSTON	JAN 22	FEB 5	FEB 6	11986.60	MAR 17	FEB 14	FEB 19	FEB 14	58-1594
HOUSTON	JAN [illegible]	CANCELLED BEING REPLACED BY S.S. ARMONIA AND BONITA							
BATON ROUGE	JAN 28	FEB 16	FEB 17	9900	MAR 13	FEB 26	MAR 15 REL'N WASH	FEB 26	58-1615
HOUSTON	JAN 29	FEB 6	FEB 7	9937.50	MAR 9	FEB 20	FEB 25	FEB 20	58-1611
HOUSTON	JAN 28	JAN 28	JAN 30	12433.26	MAR 5	FEB 5	FEB 11	FEB 6	58-1577
NEW ORLEANS	DEC 31	FEB 2	FEB 4	14845	MAR 4	FEB 8	FEB 19	FEB 8	58-1587
NEW ORLEANS	JAN 21	FEB 15	FEB 16	14903.57	MAR 12	FEB 26	MAR 1	FEB 26	58-1616
NEW ORLEANS	JAN 21	FEB 11	FEB 12	11900.00	MAR 23	FEB 18	MAR 4	FEB 18	58-1606
WILL PERFORM IN FEBRUARY									
GALVESTON HOUSTON	JAN 28	JAN 28	FEB 7	16000	MAR 16	FEB 15	MAR 1	FEB 18	58-1597
HOUSTON	JAN 23	FEB 1	FEB 4	22000.00	MAR 2	FEB 11	FEB 13	FEB 11	58-1590
PASCAGOULA	JAN ~~FEB 29~~	FEB 16	FEB 18	12294.63	MAR 7	FEB 26	B/L REL - 2/26 MAR 7	FEB 26	58-1617
PORT ARTHUR	FEB 4	FEB 6	FEB 8	10000	MAR 18	FEB 11	FEB 21	FEB 11	58-1588
HOUSTON	FEB 27	FEB 27	FEB 28	5357.14	ARR 7	MAR 8	REL 3/8 MAR 8	MAR 8	58-1623
PASCAGOULA	MAR 8	MAR 8	MAR 9	3643	APR 16	MAR 18	MAR 22	MAR 8	58-1632
PORTLAND	JAN 8	JAN 15	JAN 15	14500		FEB 10 JAN 18	JAN 25		58-1571
PORTLAND	JAN 2	JAN 3	JAN 7	9900	FEB 17	JAN 16	EXCH IN WASH		58-1570
LONGVIEW	JAN 3	JAN 5	JAN 8	12475	FEB 8	JAN 14	JAN 21		58-1568
VANCOUVER	JAN 14	JAN 16	JAN 18	12000	FEB 19	JAN 28	JAN 31		58-1573
COL. RIVER	JAN 28	JAN 29	JAN 30	13800	MAR 1	FEB 8	FEB 21		58-1584
PORTLAND	JAN 17	JAN 18	JAN 30	18583.26	MAR 2	FEB 12	FEB 19		58-1592
PORTLAND	DEC 31	JAN 2	JAN 5	9800	FEB 15	JAN 16	EXCH IN WASH		58-1569
LONGVIEW	JAN 16	JAN 23	JAN 28	22000	MAR 1	FEB 1	FEB 11		58-1575

WHEAT

DECEMBER 1962

45 163 EYE EASE 45 463 20/20 BUFF

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	U.S.GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LOA
1		ALKAID	20000-10	CARGILL	BOMBAY	DEC 11/31	DEC 20	POR
2		BARBARA FRIETCHIE	10000-10	CARGILL	VIZAG/CAL	DEC 5/25	DEC 13	BAT
3		JACQUELINE SOMECK	11500-5	CARGILL	MADRAS/CAL	DEC 4/19	DEC 5	BAT
4		HOEGH ARROW	20000-10	CARGILL	BOMBAY	DEC 1/22	DEC 2	BAT
5		MARORE	22000-10	BUNGE	BOMBAY	DEC 1/15	DEC 5	DES
6		MERMAID	14000-10	PRODUCERS	KANDLA	DEC 5/20	DEC 18	HOU
7		NORTHDEVON	10500-5	CARGILL	CALCUTTA/CP	DEC 1/21	DEC 3	BAT
8		JIAN	9600-10	CARGILL	MADRAS/CAL	DEC 7/22	DEC 20	BAT
9		PORTLAND VICTORY	10000-5	BUNGE	MADRAS/CAL	DEC 6/21	DEC 10	DES
10		PROFITAS ELIAS	11500-5	CARGILL	CALCUTTA/CP	DEC 3/31	DEC 6	BAT
11		SILS	11000-5	CARGILL	CALCUTTA/CP	DEC 3/29	DEC 10	BAT
12		TRANSINDIA	30000-10	CARGILL	BOMBAY	DEC 5/30	DEC 7	BAT
13		THUNDERBIRD	10000-10	CARGILL	VIZAG/CAL	DEC 7/22	DEC 14	POR
14		VASSO	10000-10	HARLIN	MADRAS/CAL	NOV26.DEC15	DEC 11	HOU
15		CATHY	12000-10	HARLIN	MADRAS/CAL	DEC 1/15	DEC 4	GAL
16		KYRAKATINGO	12000-5	BUNGE	CALCUTTA/CP	DEC 10/31	DEC 12	DES
17		PLANET	9800-5	HARLIN	CALCUTTA/CP	DEC 10/31	DEC20	HOU
18								
19								
20	NOPAC							
21	CD-1440	CANADA MAIL	3500-10	PRODUCERS	KANDLA	DEC 1/31	DEC 11	VAN
22		GENERAL GUISAN	12000-5	ITOH	BHAVNAGAR	DEC 13/31	DEC 19	POR
23		JOSEFINA	10000-10	ARCHER DAN	BHAVNAGAR	DEC 1/15	DEC 1	VAN
24		OVERSEAS ROSE	12000-5	PRODUCERS	BOMBAY	DEC 1/25	DEC 19	VAN
25		P & T EXPLORER	11000-10	CONTINENTAL	KANDLA	DEC 16/31	DEC 23	POR
26		SALLYSTOVE	14500-5	KERR	CALCUTTA/CP	DEC 10/31	DEC 18	VAN
27		SONATA	14000-5	ARCHER DAN	CALCUTTA/CP	DEC 10/31	DEC 26	TAC
28		NAECO	19000-10	DREYFUS	BOMBAY	DEC 1/15	DEC 2/3	POR
29								VAN
30								
31								
32								
33								
34								
35								

IND

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.

JUL 2 1973

ID

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2.

⑥ ADINGPORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑪ RECD DOCS	⑫ N.R.	⑫ BILLING	⑬ FILE NO	
RT ARTHUR	DEC 28	JAN 27	JAN 31	22000	MAR 5	FEB 4	FEB 14	FEB 4	58-1576	1
TONROUGE	DEC 15	DEC 22	DEC 23	9800,017	FEB 4	JAN 3	JAN 8	JAN 7	58-1559	2
TONROUGE	DEC 6	DEC 7	DEC 8	11625	JAN 11	DEC 19	DEC 20	DEC 19	58-1547	3
TONROUGE	DEC 6	DEC 8	DEC 9	20500	JAN 14	DEC 19	JAN 4	DEC 19	58-1542	4
TREHAN	DEC 7	DEC 9	DEC 10	22000	JAN 4	DEC 19	DEC 27	DEC 19	58-1533	5
STON	DEC 20	DEC 20	DEC 22	16150	JAN 25	JAN 7	JAN 7	JAN 7	58-1562	6
TONROUGE	DEC 3	DEC 3	DEC 5	10700	JAN 16	DEC 10	DEC 17	DEC 11	58-1527	7
TONROUGE	DEC 22	JAN 25	JAN 27	10071,429	MAR 10	FEB 6	FEB 13	FEB 6	58-1580	8
TREHAN	DEC 11	DEC 12	DEC 13	9600	JAN 25	DEC 19	ORIG. B/L REL. IN WASH DEC 19		58-1543	9
TONROUGE	DEC 7	DEC 10	DEC 11	11625,018	JAN 23	DEC 24	DEC 24	DEC 24	58-1551	10
TONROUGE	DEC 11	DEC 13	DEC 14	11350	JAN 23	DEC 24	DEC 27	DEC 24	58-1552	11
TONROUGE	DEC 10	DEC 12	DEC 13	21803,572	JAN 20	DEC 24	DEC 27	DEC 24	58-1550	12
TARTHUR	DEC 15	DEC 16	DEC 18	10000	JAN 8	JAN 8	DEC 21	DEC 27	58-1548	13
STON	DEC 11	DEC 11	DEC 13	14550	JAN 13	DEC 19	DEC 21	DEC 19	58-1546	14
VESTON	DEC 5	DEC 10	DEC 11	10200	JAN 10	DEC 13	DEC 21	DEC 13	58-1538	15
TREHAN	DEC 13	DEC 17	DEC 18	12227,679	JAN 13	DEC 31	JAN 4	DEC 31	58-1554	16
STON	DEC 22	DEC 22	DEC 23	9850	FEB 9	JAN 7	JAN 7	JAN 7	58-1561	17
										18
										19
										20
COUVER	DEC 13	DEC 13	DEC 13	3206.165	JAN 22	DEC 19	REL. IN WASH DEC 19		58-1545	21
TLAND	DEC 19	DEC 20	DEC 23	11950	JAN 25	JAN 3	JAN 9		58-1558	22
COUVER	NOV 30	DEC 3	DEC 5	9700	JAN 15	DEC 10	DEC 14		58-1525	23
COUVER	DEC 18	DEC 21	DEC 26	11537.366	FEB 1	JAN 8	JAN 9		58-1566	24
TLAND GVIEW D	DEC 24	DEC 27	JAN 2	11657	FEB 2	JAN 14	JAN 14		58-1567	25
TLAND COUVER	DEC 18	DEC 19	DEC 29	14925	JAN 22	JAN 7	JAN 11		58-1563	26
OMA	DEC 26	DEC 28	DEC 29	14318.75	JAN 22	JAN 7	JAN 11		58-1564	27
TLAND COUVER	DEC 4	DEC 6	DEC 13	18950	JAN 14	DEC 21	JAN 4		58-1560	28
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45 163 EYE EASE 45 463 70/70 BUFF

			①	②	③	④	⑤		
	U.S. GULF STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA		LOA
1		AGHIOS NICOLAOS	10200-5	PEAVEY	CALCUTTA/CP	NOV 10/30	NOV 14		BA
2		AMSTELVELD	12000-5	CARGILL	CALCUTTA/CP	NOV 1/24	NOV 2		BA
3		BELFAST	18000-5	CARGILL	BOMBAY	NOV 1/24	NOV 16		BA
4		COALINGA HILLS	15000-10	CONTINENTAL	BOMBAY	NOV 4/20	NOV 6		NE
5		CORNISH CITY	9500-5	CARGILL	CALCUTTA/CP	NOV 1/24	NOV 1		BA
6		DIANA B	10000-10	HARLIN	CALCUTTA/MADRAS	NOV 5/20	NOV 10		HO
7		GATUNLOCKS	19000-5	GARNAC	BOMBAY	NOV 1/23	NOV 18		GA
8		OMNIUM	11500-5	PEAVEY	CALCUTTA/VIZAG	NOV 1/20	NOV 9		NE
9		PEARLSTONE	11450-10	CONTINENTAL	CALCUTTA/CP	NOV 10/30	NOV 25		NE
10		PENN EXPORTER	14000-10	CONTINENTAL	KANDLA	NOV 7/23	NOV 15		NE
11		SANTORE	20000-10	BUNGE	BOMBAY	NOV 5/20	OCT31/NOV1		DE
12		TREFUSIS	12000-5	CONTINENTAL	CALCUTTA/CP	NOV 1/24	OCT 28		NE
13		UTVIK	13500	CARGILL	CALCUTTA/CP	NOV 1/24	NOV 12		BA
14		SOUTHPORT	9500-10	HARLIN	CALCUTTA/MADRAS	NOV26/DEC15	DEC 2		HO
15		WESTCHESTER	9500-10	CONTINENTAL	CALCUTTA/MADRAS	NOV 4/30	NOV 28		NE
16	CD-1436	SMITH EXPLORER	3400-10	CONTINENTAL	KANDLA	NOV 1/30	NOV 24		NE
17									
18									
19	NO.PAC								
20									
21		OREGON VICTORY	10000-5	NICHIMEN	BHAVNAGAR	NOV 1/15	OCT 31		PO
22		PEDRO MIGUEL	19000-10	CARGILL	BOMBAY	NOV 15/30	NOV 25		PO
23		P & T FORESTER	11000-10	DREYFUS	CALCUTTA/VIZAG	NOV 1/15	NOV 14		PO
24		SOLVIKEN	19000-5	PRODUCERS	BOMBAY	NOV 15 DEC 5/7	DEC 1		KA
25		TRANSORLEANS	16000-10	ARCHER-DAN	KANDLA	NOV 5/25	DEC 23		VA
26									
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

⑥ ADINGPORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑫ RECD DOCS	⑬ M.R.	⑭ BILLING	⑮ FILE NO	
TONROUGE	NOV. 14	NOV 16	NOV 16	10625	DEC 25	NOV23	DEC 5	NOV. 23	58-1507	1
TONROUGE	NOV. 3	NOV 4	NOV 4	11825	DEC 12	NOV 12	NOV 19	NOV. 12	58-1498	2
TONROUGE	NOV. 19	NOV 20	NOV 21	16000	DEC 20	NOV 29	DEC 2	NOV. 29	58-1517	3
WORLEANS	NOV. 5	NOV 14	NOV 16	15922	DEC 16	NOV 26	NOV 30	NOV. 27	58-1511	4
TONROUGE	NOV. 1	NOV 1	NOV 2	9600	DEC 10	NOV 8	NOV 19	NOV 8	58-1491	5
USTON	NOV. 12	NOV 13	NOV 13	10300	DEC 25	NOV 23	NOV 26	NOV. 23	58-1509	6
LVESTON	NOV. 20	NOV 21	NOV 23	19600	DEC 24	NOV 27	NOV 30	NOV. 27	58-1514	7
WORLEANS	NOV. 11	NOV 14	NOV 16	11752	DEC 25	NOV 23	NOV 30	NOV. 23	58-1506	8
WORLEANS	NOV. 26	NOV 30	DEC 4	12567	JAN 20	DEC 6	DEC 12	DEC. 6	58-1522	9
WORLEANS	NOV. 10	NOV 17	NOV 20	14679	DEC 18	NOV 26	NOV 30	NOV. 27	58-1510	10
STREHAN	OCT. 30	NOV 1	NOV 2	22000	NOV 30	NOV 8	NOV 15	NOV. 8	58-1492	11
WORLEANS	OCT. 30	NOV 11	NOV 11	12200	DEC 22	NOV 15	NOV 20	NOV. 15	58-1503	12
TONROUGE	NOV. 7	NOV 10	NOV 11	13259	DEC 17	NOV 23	NOV 26	NOV. 23	58-1508	13
USTON	DEC. 3	DEC 3	DEC 4	10328.57	JAN 4	DEC 10	DEC 12	DEC. 11	58-1526	14
WORLEANS	NOV. 30	DEC 6	DEC 7	10200	JAN 21	DEC 13	DEC 20	DEC. 13	58-1537	15
WORLEANS	DEC. 4	DEC 4	DEC 5	3060	JAN 22	DEC 7	DEC 14	DEC 7	58-1523	16
										17
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										20
RTLAND	OCT31	NOV 1	NOV 6	9775	DEC 6	NOV 12	ORIG. B/L WASH.	REL IN NOV. 12	58-1496	21
SGVIEW										
RTLAND	NOV. 30	DEC 6	DEC 10	19345	JAN 13	DEC 18	DEC 20		58-1540	22
RTLAND	NOV. 14	NOV 15	NOV 18	11500	DEC 20	NOV 27	NOV 30		58-1515	23
LAMA	DEC. 1	DEC 2	DEC 7	18700	JAN 8	DEC 13	DEC 17		58-1539	24
NCOUVER	NOV. 24	NOV 25	NOV 29	15825	DEC 13	DEC 3	DEC 14		58-1520	25
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WHEAT OCTOBER 1962

45-163 EYE EASE 45-463 20/20 BUFF

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	U.S.GULF	STEAMER	TONNAGE	SUPPLIER(	DISCHARGE	LAYDAYS	ETA		LO
1		ALVA STAR	17500-5	BUNGE	BOMBAY	OCT 1/20	OCT 2		DE
2		AMSTELSTAD	12000-5	CONTINENTAL	MADRAS/CAL	OCT 29	OCT 19		NE
3		ARMONIA	12000-5	BUNGE	CALCUTTA/CP	OCT 1/20	SEPT 25		DE
4		NORWALK	11500-5	CONTINENTAL	CALCUTTA/CP	OCT 8/25	OCT 9		NE
5		HUDSON	14000-5	BUNGE	CALCUTTA/VIZAG	NOV 9	NOV 4		DE
6		LAFALDA	12000-5	CONTINENTAL	MADRAS/CAL	OCT 5/27	OCT 25		NE
7		WABASH	11200-10	CONTINENTAL	CALCUTTA/CP	OCT 15/30	OCT 14		NE
8		MARIETTA	12000-5	BUNGE	MADRAS/CAL	OCT 3/27	SEPT 29		DE
9		METEOR	11500-5	CONTINENTAL	CALCUTTA/CP	OCT 1/15	OCT 6		NE
10		OLYMPIC WIND	20500-5	CONTINENTAL	BOMBAY	OCT 1/20	SEPT 27		NE
11		RAINBOW	11500-5	BUNGE	CALCUTTA/CP	OCT 5/25	OCT 14		DE
12		VICKSBURG	17500-5	BUNGE	BOMBAY	OCT 20/30	OCT 29		DE
13		HUNTSVILLE	12000-5	PEAVEY	CALCUTTA/CP	OCT 1/20	SEPT 28		BA
14		WORLD FELICIA	13700-10	BUNGE	CAL/MADRAS	OCT 15/NOV 2	NOV 1		DE
15		LEEBS CITY	9500-5	BUNGE	BHAVNAGAR	OCT 1/25	SEPT 28		DE
16		HOEGH EAGLE	20000-10	HARLIN	BOMBAY	OCT 1/15	OCT 3		HO
17	CD-1436	GREEN ISLAND	6600-10	CONTINENTAL	KANDLA	OCT 5/30	OCT 30		NE
18									
19									
20	NO PAC								
21									
22		NORTHFIELD	20000-10	PRODUCERS	BOMBAY	OCT 10/25	OCT 15		KA
23		TRANSBAY	17500-10	ARCHER-DAN	BOMBAY	OCT 1/25	SEPT 15		PO
24		TRANSYORK	12000-5	PEAVEY	CALCUTTA/	OCT 1/15	OCT 15		PO
25		LENA LUCKENBACH	12000-10	CONTINENTAL	CALCUTTA/CP	NOV 11/30	NOV 13		PO
26		TRANSERIE	16000-10	CONTINENTAL	BOMBAY	OCT 10/25	OCT 15		PO
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

⑥ LOADING PORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	ETA	⑪ RECD DOCS	M.R.	BILLING	FILE NO	
STREHAN	OCT 4	OCT 14	OCT 14	17800	NOV 18	OCT 18	OCT 24	OCT 22	58-1462	1
WORLEANS	OCT 19	OCT 25	OCT 26	12694	DEC 2	NOV 5	NOV 8	NOV 5	58-1488	2
STREHAN	SEPT 25	OCT 8	OCT 8	12600	NOV 11	OCT 11	OCT 22	OCT 12	58-1457	3
WORLEANS	OCT 12	OCT 16	OCT 18	11850	DEC 1	OCT 25	NOV 1	OCT 25	58-1470	4
STREHAN	NOV 5	NOV 10	NOV 11	14427	DEC 18	NOV 13	NOV 29	NOV 13	58-1504	5
WORLEANS	OCT 29	NOV 6	NOV 7	11900	DEC 16	NOV 23	NOV 30	NOV 13	58-1502	6
WORLEANS	OCT 16	OCT 19	OCT 21	12300	NOV 15	OCT 26	NOV 1	OCT 26	58-1479	7
STREHAN	OCT 1	OCT 10	OCT 22	12400	NOV 9	OCT 18	OCT 24	OCT 22	58-1464	8
WORLEANS	OCT 8	OCT 14	OCT 16	11750	DEC 6	OCT25	OCT 26	OCT 25	58-1478	9
WORLEANS	OCT 2	OCT 12	OCT 13	20850	NOV 17	OCT 18	NOV 1	OCT 22	58-1467	10
STREHAN	OCT 15	OCT 18	OCT 19	11700	DEC 5	OCT 25	NOV 2	OCT 25	58-1477	11
STREHAN	OCT 31	NOV 5	NOV 6	16000	DEC 14	NOV 13	NOV 30	NOV 13	58-1501	12
TONROUGE	OCT 1	OCT 6	OCT 7	12325	NOV 11	NOV 18	OCT 22	OCT 22	58-1468	13
STREHAN	NOV 1	NOV 8	NOV 9	12334.82	DEC 10	NOV 15 DEC-10	NOV 30	NOV 10	58-1505	14
STREHAN	OCT 8	OCT 8	OCT 9	9533	NOV 11	OCT 11	OCT 22	OCT 12	58-1456	15
USTON	OCT 5	OCT 8	OCT 11	21133.9	NOV 10	NOV 10	OCT 18	OCT 22	58-1465	16
W. ORLEANS	NOV 6	NOV 6	NOV 6	6000	DEC 18	NOV 9	NOV 19	NOV 9	58-1495	17
										18
										19
										20
										21
LAMA	OCT 17	OCT 19	OCT 26	22000	NOV 25	NOV 5	NOV 5		58-1487	22
RTLAND	SEPT 14	SEPT 16	SEPT 20	15800	OCT 21	SEPT 26	OCT 9		58-1448	23
ORTLAND	OCT 18	OCT 19	OCT 24	11600	NOV 16	OCT 30	NOV 5		58-1483	24
ORTLAND	NOV 13	NOV 14	NOV 18	11684.8	DEC 16	NOV 27	NOV 25		58-1512	25
NGVIEW RTLAND	OCT 15	OCT 15	OCT 22	12810.4	NOV 22	OCT 25	NOV 2		58-1471	26
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WHEAT SEPTEM

	U S GULF STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	
1	C BLUE POINT	16500-10	CARGILL	BOMBAY	SEPT 1/15	SEPT 16 TO 17	
2	S.S.YOUNG COTTONWOOD CREEK	14000-10	CONTINENTAL	MADRAS/CAL	SEPT 1/15	~~SEPT 1~~ AUG 30/31	
3	CYCLONE	11500-10	CONTINENTAL	VIZAG/CAL	SEPT 1/15	~~SEPT 1~~ 12 TO 13	
4	DOWD ELEMIR	15000-10	F H PEAVEY	KANDLA	SEPT 10/25	SEPT ~~25~~ 24	
5	C ELIE V	10000-10	BUNGE CORP	MADRAS/CAL	SEPT 15/30	SEPT ~~29~~ 15/16	
6	C ~~EXPLORER~~ HUNTSFIELD	11500-10	CONTINENTAL ~~BUNGE CORP~~	MADRAS/CAL	SEPT 1/25	SEPT ~~1~~ 14	
7	S.S.Y JACQUELINE SOMECK	11500-5	CONTINENTAL	MADRAS/CAL	AUG 27 SEPT 11	AUG 25	
8	PENN NAV JEFFERSON CITY VICTORY	9500-10	BUNGE	VIZAG/CAL	SEPT 1/21	SEPT ~~1~~ 14	
9	KIRRIEMOOR	9500-5	CONTINENTAL	MADRAS/CAL	SEPT 3/24	SEPT 3	
10	C ~~P & T EXPLORER~~	11000-10	BUNGE ~~CONTINENTAL~~	MADRAS/CAL	SEPT 15/30	SEPT ~~25~~ 29	
11	MAR OVERSEAS C OVERSEAS ROSE	12000-5	CARGILL	VIZAG/CAL	SEPT 5/30	SEPT 8 9/10	
12	D ROCKY POINT	16500-10	CARGILL	BOMBAY	SEPT 1/15	SEPT 1/2	
13	C ~~TRANSASIA~~ ADORATION	20000-10	CARGILL	BOMBAY	SEPT 1/25	SEPT ~~10~~ OCT 8	
14	C TRANSASIA ~~TRANSBAY~~ SUB	17000-10	CARGILL	BOMBAY	SEPT 1/25	OCT 8 SEPT ~~10~~ 14	
15	GLOBAL ~~TBN~~ GREAT CITY	9500-5	BUNGE	VIZAG/CAL	SEPT 1/25	SEPT 9 10	
16	CD-1431 ~~TBN~~ GREEN WAVE	8000-10	CONTINENTAL	BHAVNAGAR ~~KANDLA~~	SEPT 1/30	OCT 6 ~~SEPT 30~~	
17	CD-1431 ~~TBN~~ GREEN VALLEY	~~8000~~ 4800-10	CONTINENTAL	KANDLA ~~BHAVNAGAR~~	SEPT 1/30	OCT 10 ~~SEPT 24/25~~	
18	WM. A. MULLER MIDDLE RIVER	17500-5	CARGILL	BOMBAY	SEP 10/19	SEP 16	
19	2HP. CORP. MORMACGUIDE CD-1431 ~~NORTH CAPE~~	4200-10	CONTINENTAL	KANDLA	SEPT 1/30	OCT 23/25 ~~SEPT 29/30~~	
20							
21							
22	KO. PAC.						
23							
24	COSTIS	12000-5	CONTINENTAL	BOMBAY ~~VIZAG/CAL~~	SEPT 1/25	SEPT 9	
25	GRECIAN ISLES	12000-5	CONTINENTAL	BOMBAY ~~VIZAG/CAL~~	SEPT 1/24	SEPT 3	
26							
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BER 1962

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

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AD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO
B.R	SEPT 20	SEPT 20	SEPT 28	17450	NOV 1	OCT 3	OCT 8	OCT 9	58-1453
EW ORLEANS	~~OCT 9~~ SEPT 6	SEPT 6	SEPT 7	14290.1	OCT 9	SEPT 12	SEPT 18	SEPT 12	58-1452
O	NOV 3 OCT 3	NOV 3	NOV 5	118125	OCT 7	AUG 30	SEPT 10 B/L REL	AUG 30	58-1421
ATON ROUGE		OCT 9	OCT 10	16178.13	OCT 30	OCT 18	OCT 23	OCT 22	58-1463
STREHAN	SEPT 15	SEPT 18	SEPT 19	10,151.175	OCT 18	SEPT 25	OCT 1	SEPT 26	58-1445
O	SEPT 5	SEPT 10	SEPT 12	12206.25	OCT 13	SEPT 17	SEPT 24	SEPT 17	58-1437
O.	AUG 27	SEPT 4	SEPT 6	11456.4	OCT 7	SEPT 12	SEPT 18	SEPT 12	58-1433
STREHAN	SEPT 15	SEPT 20	SEPT 21	9428.57	OCT 25	OCT 2	OCT 9	OCT 2	58-1430
O	SEPT 4	SEPT 10	~~SEPT 10~~ SEPT 11	9267.85	OCT 7	SEPT 14	SEPT 18	SEPT 17	58-1434
STREHAN	~~SEPT 29~~ OCT 1	OCT 9	OCT 9	12056.79	NOV 10	OCT 12	OCT 22	OCT 12	58-1438
B.A.	SEPT 10	SEPT 13	SEPT 14	11973.2	OCT 27	SEPT 20	SEPT 24	SEPT 21	58-1442
B.R.	SEPT 6	SEPT 7	SEPT 12	17600.89	OCT 12	SEPT 18	SEPT 20	SEPT 19	58-1449
B.A	SEPT 12	SEPT 15	SEPT 15	22000	OCT 15	SEPT 25	OCT 1	SEPT 26	58-1447
BATON ROUGE	OCT 8	OCT 11	OCT 11	15990.302	NOV 13	OCT 18	OCT 25	OCT 22	58-1466
STREHAN	SEPT 10 OCT 11	SEPT 16 OCT 11	SEPT 16 OCT 12	9538.392	OCT 26	SEPT 19	SEPT 26	SEPT 20	58-1443
O				7200	NOV 13		B/L REL		
~~STREHAN~~	~~SEPT 10~~	~~SEPT 16~~	~~SEPT 16~~	~~9538.392~~	~~OCT 26~~	OCT 16	OCT 26	OCT 16	58-1467
OUSTON							B/L REL		
EW ORLEANS	OCT 15	OCT 15	OCT 16	5100 LT	DEC 5 23	OCT 24	OCT 26	OCT 24	58-1475
ATON ROUGE	SEPT 17	SEPT 18	SEPT 18	16955.357	OCT 16	SEPT 25	OCT 1 REL 11/1	SEPT 26	58-1476
OUSTON	OCT 25	OCT 25	OCT 26	4000	NOV 30	DEC 1	NOV 9	NOV 1	58-1486
~~NEW ORLEANS~~	~~OCT 26~~	~~OCT 26~~	~~OCT 26~~	~~4000~~	~~NOV 30~~				
									20
									21
									22
									23
ONGVIEW ~~PORTLAND~~	SEPT 13	SEPT 17	SEPT 19	11900	OCT 27	SEPT 24	SEPT 27		58-1444
ORTLAND	SEPT 4	SEPT 6	SEPT 12	12000	OCT 12	SEPT 17	SEPT 14		58-1435
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WHEAT AUGUST 196

		STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	NAVCOT C	ALKAID	20000-10	CARGILL	BOMBAY	AUG 1/31	AUG 25
2	HUDSON C	ASTRAEA	17600-10	CARGILL	BOMBAY	AUG 1/25	AUG 14
3	TRICON H+T	DOCTOR G LEMOS	10000-5	CARGILL	KANDLA	AUG 13/31	AUG 24
4							
5	~~ENJ~~ ~~HUDSON~~	DYNAMIS AMSTELMOLEN 12000	10000-5	CARGILL	KANDLA	AUG 1/20	AUG 6
6	~~HUDSON~~ LIVANOS	BORGH EAGLE	20000-10	CARGILL	MADRAS/CAL BOMBAY	AUG 1/25	AUG 19
7	"	PEARL BEACH ZUVEKAS BC9-6236	12000-5	BUNGE	MADRAS/CAL	AUG 1/25	AUG 10
8	"	PEARL CREEK	12000-5	CARGILL	MADRAS/CAL	AUG 1/25	AUG 3
9	MAR-OVER C	PEARLSTONE	11000-5	BUNGE	BHAVNAGAR	AUG 1/25	AUG 6
10	C	VIVIAN	20000-10	CARGILL	MADRAS/CAL	AUG 5/ SEPT 7	SEP 29
11	C	TRANSORLEANS TEN	17000-10	BUNGE	BOMBAY	AUG 1/25	AUG 2/3
12	CD-1452	ROBINNKIEKTE	16000-10	CARGILL	KANDLA CALCUTTA	AUG 20/30	AUG 29
13							
14							
15							
16	NO.PAC.						
17	HUDSON NAVCOT C	ANAX	11450-1	CONTINENTAL	VIZAG/CAL	AUG 1/25	AUG 17
18		GEMSTONE	11450-10	CONTINENTAL	VIZAG/CAL	AUG 1/31	AUG 5
19	STAR BOARD	IKE	9500-10	CARGILL	VIZAG/CAL	AUG 1/15	AUG 1
20	KEYSTONE D	NAECO	19000-10	CONTINENTAL	BOMBAY	AUG 1/15	JULY30/AUG
21	CARGO S+T	OCEANIC	11000-5	P H PEAVEY CARGILL PH PERCY	VIZAG/CAL	AUG 10/25 SEPT 2	AUG 22
22	C	P & T FORESTER	11000-10	CARGILL	VIZAG/CAL	AUG 16/30	AUG 27
23	C	P & T NAVIGATOR	11000-10	CONTINENTAL	VIZAG/CAL	AUG 10/25	AUG 18
24	CEFOR-TRICON C	VASSO	13700-10	ARCHER DAN	VIZAG/CAL	AUG 15/31	AUG. 21
25	G.S.T.	WILDCAT	10000-5	CARGILL	VIZAG/CAL	AUG 1/15	JULY 20
26	S.M.I. D	COTTON STATE ~~MONTANA PACIFIC~~	10000-10	CONTINENTAL	MAD-VIZAG/CAL	AUG 1/20	AUG 18
27							
28							
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

LOAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO.
BATON ROUGE	AUG 25	AUG 27	AUG 29	11000	SEP 30	SEPT 5	SEPT 10	SEPT 5	58-1428
BATON ROUGE	AUG 15	AUG 15	AUG 17	19250	SEPT 24	AUG 21	AUG 31	AUG 21	58-1426
BATON ROUGE	AUG 29	AUG 29	AUG 31	10301	OCT 19	SEPT 6	SEPT 18	SEPT 6	58-1430
BATON ROUGE	AUG 11	AUG 11	AUG 13	10125	SEPT 27	8/20	AUG 31		58-1414
BATON ROUGE	AUG 20	AUG 23	AUG 24	1817.8	SEP 17	SEPT 5 AUG	SEPT 10	SEPT 5 AUG 31	58-1429
DESTREHAN	AUG 20	1	AUG 21	12004.4	SEP 27	AUG 31	SEPT 10	AUG 31	58-1422
BATON ROUGE	AUG 4	AUG 7	AUG 8	12200	SEPT 13	AUG 16	AUG 22	AUG 17	58-1413
DESTREHAN	AUG 17	AUG 21	AUG 22	10909	SEPT 24	AUG 27	SEPT 10	AUG 27	58-1407
B R	SEPT 7	SEPT 9	SEPT 10	10144.89	OCT 13	SEPT 19	SEPT 24	SEPT 19	58-1440
DESTREHAN	AUG 31 AUG 2	AUG 2	AUG 2	12942.857	SEPT 7	AUG 9	AUG 17	AUG 10	58-1407
B R	SEPT 8	SEPT 6	SEPT 2	7299	OCT 7	SEPT 6	SEPT 18	SEPT 6	58-1439
LONGVIEW VANCOUVER	AUG 17	AUG 18	AUG 20	11176	SEP 29	AUG 4	SEPT 7 AUG 24	—	58-1418
LONGVIEW	AUG 4	AUG 8	AUG 15	12475	SEPT 9	AUG 20	AUG 24		58-1410
SEATTLE	AUG 1	AUG 3	AUG 7	10013.395	SEPT 15	AUG 13	AUG 22 SEPT 4		58-
LONGVIEW PORTLAND	JULY 30	AUG 4	SEPT 10 AUG 11	19098.02	SEPT 10 AUG 30	AUG 16	SEPT 4 AUG 31		58-1402
SEATTLE PORTLAND	SEPT 10	SEPT 11	SEPT 14	11550	OCT 25	SEPT 17	SEPT 24		58-1436
PORTLAND SEATTLE	AUG 27	AUG 27	SEPT 1	11928.955	SEPT 2	SEPT 12	SEPT 12		58-1431
PORTLAND	AUG 17	AUG 18	AUG 24	12060	SEP 21	AUG 31	SEPT 10		58-1423
VANCOUVER	AUG 20	AUG 20	AUG 25	14550	SEP 18	AUG 30	SEPT 10		58-1420
PORTLAND	JULY 30	JULY 30	AUG 1	10000	SEPT 7	AUG 10	AUG 13		58-1409
LONGVIEW PORTLAND	AUG 20	AUG 25	AUG 28	9935	SEP 28	SEPT 10	SEPT 10		58-1419

WHEAT JULY 19

	U.S.GULF	STRAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1							
2	C	COLUMBIA	17000-10	CONTINENTAL	BOMBAY	JULY 1/25	JULY 25
3		EFPLOIA	12000-5	CONTINENTAL	VIZAG/CAL	JULY 10/28	JUNE 15/16
4	C	HEDGE HAVEN	15000-10	CONTINENTAL	KANDLA	JULY 5/20	JULY 2/6
5	S.S.& YOUNG	HUDSON	14000-5	CONTINENTAL		JULY 16/ AUG 8	AUG 4/5
6		IOLCOS	19000-5	CONTINENTAL	BOMBAY	JULY 1/15	JULY 1
7	S.S.& YOUNG	IONIAN MESSENGER	19000-5	CARGILL	BOMBAY	JULY 5/25	JULY 7/10
8	C	JOSEFINA	10000-10	CARGILL	MADRAS/CAL	JULY 10/25	July
9	M.O.C C	LENA HORACE LUCKENBACH	12000-5	CARGILL	VIZAG/CAL	JULY 6/31	JULY 29
10		LARISTAN	17000-5	CARGILL	BOMBAY	JULY 2/21	JULY 5/10
11		MASTER DASKALOS	12000-5	CONTINENTAL	MADRAS/CAL	JULY 2/20	JULY 2 JUNE 29
12		POLI	11000-10	CONTINENTAL	VIZAG/CAL	JULY 2/20	JULY 2
13	SEAWAY	PONTOPOROS	12000-5	CONTINENTAL	MADRAS/CAL	JULY 2/20	JULY 3 JUNE 30
14	C	LA LAGUNA	11450-10	PEAVEY	MADRAS/CAL	JULY 1/31	JULY 23
15	VANCOT C.C	SILVERSTONE SOLVIKEN	19000-10	CONTINENTAL	BOMBAY	JULY 2/22	JUNE 29
16		SOUTH RIVER	10000-5	CONTINENTAL	BHAVNAGAR	JULY 2/20	JULY 29/30
17		SUSQUEHANNA	10000-5	CONTINENTAL	VIZAG/CAL	JULY 2/20	JULY 5 6
18	MARTRADE	WABASH	12000-5	CONTINENTAL	VIZAG/CAL.	JULY 5/20	JULY 5
19	PENNNAV	WESTCHESTER	9500-10	CONTINENTAL	MADRAS/CAL	JULY 10/25	JULY 9/11
20	CD-1430	TEN MORMACGUIDE	4000/5000 ~~4000-10~~	CONTINENTAL	KANDLA	JULY 1/31	JULY 12
21	CD-1436	TEN MORMACGUIDE	2277	WASHIM INTL	KANDLA	JULY 1/15	JULY 12 CORPUS CA
22	CD-1430	ROBIN TRENT	4000	CONTINENTAL	KANDLA	JULY 1/31	JULY 25/28
23							
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

LOAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO.
N.O	JULY 27	AUG 2	AUG 3	16332.425	SEPT 2	AUG 9	AUG 4	AUG 10	58-1408
N.O	JULY 13	JULY 23	JULY 25	1231.428	AUG 28	JULY 31	AUG 3	JULY 31	58-1400
HOUSTON	JULY 20	JULY 24	JULY 28	16133.035	AUG 25	AUG 8	AUG 9	AUG 8	58-1405
HOUSTON	AUG 6	AUG 4	AUG 6	14350	SEPT 8	SEPT 10 AUG 21	AUG 3	AUG 15	58-1411
N.O	JUL 3	JULY 11	JULY 13	19200	AUG 8	JULY 31	AUG 9	JULY 17	58-1384
PORT ARTHUR	JULY 25	JULY 25	JULY 28	19300	AUG 25	JULY 31	AUG 9	JULY 31	58-1399
PORT ARTHUR	JULY 16	JULY 20	JULY 21	10050	SEPT 1	JULY 25	July 31	JULY 25	58-1390
GALVESTON	JULY 23	AUG 3	AUG 4	12050	SEPT 4	AUG 9	JULY 31	AUG 9	58-1406
PORT ARTHUR	JULY 16	JULY 18	JULY 20	17022	AUG 3	JULY 23	AUG	JULY 23	58-1388
N.O	JULY 2	JULY 10	JULY 11	11900.892	AUG 15	JULY 16	AUG 2	JULY 16	58-1382
HOUSTON	JULY 5	JULY 18	JULY 20	11250	AUG 24	JULY 28	AUG 2	JULY 27	58-1395
HOUSTON	JULY	JULY 17	JULY 19	12468	AUG 19	JULY 20	AUG 1	JULY 20	58-1396
BATON ROUGE	JULY 23	JULY 26	JULY 27	12595	SEPT 6	AUG 8	AUG 8	AUG 7	58-1403
GALVESTON	JUNE 30	JULY 6	JULY 11	19080.5	AUG	JULY	AUG 20	JULY 17	58-1383
N.O	JULY 7	JULY 7	JULY 8	9948.214	AUG 20	JULY 28	JULY 28	JULY 13	58-1379
HOUSTON	JULY 8	JULY 21	JULY 23	9750	SEPT 5	AUG 6	AUG 6	AUG 6	58-1402
N.O	JULY 9	JULY 21	JULY 23	12249.9	AUG 24	JULY 25	AUG 2	JULY 25	58-1393
N.O	JULY 20	JULY 27	JULY 26	10200	SEPT 1	JULY 31	AUG 3	JULY 31	58-1394
N.O	JULY 15	JULY 15	JULY 19	4627.68	SEPT 3	JULY 25	JULY 25	JULY 25	58-1398
BRISTOL	JULY 18	JULY 18	JULY 19	2276.79	AUG 28	JULY 29	AUG 2	JULY 23	58-1392
NEW ORLEANS	JULY 26	JULY 26	JULY 28	4000	SEPT 16	AUG 2	AUG 9	AUG 2	58-1407

1962

WHEAT JUNE

45 163

	U.S.GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	C	~~SHADOONE~~ BLACK POINT	15000-10	PRODUCERS	BOMBAY	JUNE 9/	JUNE
2	C	~~TRANSERIE~~ TRANSHATTERAS ~~COLUMBIA~~	16000-10	BUNGE-CORP	BOMBAY	JUNE 1/	JUNE 21/
3	C	CLYDEWATER	17500-10	BUNGE CORP	BOMBAY	JUNE 5/25	JUNE 12
4	DEIM	EBITE	9500-10	CONTINENTAL	VIZAG/CAL	JUNE 1/20	JUNE 26
5	C.T.M.	EMMA	9500-10	DREYFUS	CALCUTTA/VIZAG	JUNE 7/	JUNE 1
6	~~XXXXXXXX~~	~~XXXXXXX~~	~~XXXXXXX~~	~~XXXXXXX

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

462

LOAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO.
HOUSTON	JUNE 28	JULY 16	JULY 17	16500	AUG 16	JULY 26	JULY 27	JULY 27	58-1394
BESTREHAN HOUSTON	JULY 14	JULY 18	JULY 19	16171.428	AUG 5	JULY 24	AUG 8	JULY 25	58-1391
DESTREHAN	JUNE 12	JUNE 17	JUNE 18	18165.982	JULY 20	JULY 25	JUNE 26	JULY 25	58-1370
GALVESTON HOUSTON	JUNE 5	JUNE 10	JUNE 13	10376	JULY 9	JUNE 18	JUNE 20	JUNE 18	58-1365
HOUSTON	JUNE 14	JUNE 16	JUNE 18	10222.580	JULY 19	JULY 9	JULY 9	JULY 9	58-1378
HOUSTON	JUNE 21	JULY 6	JULY 11	12080.3	SEPT 18	JULY 23	AUG 1	JULY 23	58-1389
DESTREHAN	JUNE 23	JUNE 26	JUNE 26	15714	JULY 30	JULY 3	JULY 12	JULY 3	58-1378
GALVESTON	JUNE 26	JULY 2	JULY 3	10300	AUG 20	JULY 9	JULY 27	JULY 9	58-1377
HOUSTON	JUNE 5	JUNE 9	JUNE 10	12025	JULY 12	JUNE 18	JUNE 26	JUNE 18	58-1366
DESTREHAN	JUNE 11	JUNE 14	JUNE 15	19167	JULY 17	JUNE 26	JUNE 27	JUNE 21	58-1367
HOUSTON	JUNE 21	JUNE 26	JUNE 30	16450	AUG 15	JULY 13	JULY 16	JULY 16	58-1384
GALVESTON	JUNE 11	JUNE 16	JUNE 18	10222.580	JULY 19	JUNE 25	JULY 10	JUNE 28	58-1374
HOUSTON	JUNE 23	JULY 17	JULY 15	12000	AUG 17	JULY 23	AUG 1	JULY 23	58-1387
GALVESTON HOUSTON	JUNE 20	JUNE 21	JUNE 22	11675	AUG 12	JUNE 29	JULY 10	JUNE 27	58-1371
HOUSTON	JUNE 4	JUNE 25	JULY 3	10457	AUG 19	JULY 13	JULY 27	JULY 13	58-1380
DESTREHAN	JUNE 23	JUNE 23	JUNE 24	15840	JULY 30	JUNE 28	JULY 12	JUNE 28	58-1372
HOUSTON	JUNE 26	JULY 3	JULY 6	12350	AUG 8	JULY 16	AUG 23	JULY 16	58-1383
GALVESTON HOUSTON	JUNE 16	JUNE 16	JUNE 17	7500	JULY 22	JUNE 20	JUNE 26	JUNE 21	58-1368
GALVESTON	JUNE 29	JUNE 29	JUNE 30	2400	AUG 1	JULY 3	JULY 16	JULY 3	58-1376
PORTLAND	JUNE 14	JUNE 15	JUNE 18	9647.4	JULY 14	JUNE 26	EXCH WASH		58-1369

WHEAT MAY 1962

		STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LOA
U.S. GULF								
	C	~~ANNE MARIE~~ MERMAID	15000-10	CARGILL	KANDLA	MAY 7/25	MAY 15	
	C	BRAHEHUS	20000-10	BUNGE	BOMBAY	MAY 1/25	MAY 18	DE
	C	~~EVICYNTHIA~~	10000-10	CARGILL	MADRAS/CAL	MAY 7/25	MAY 8 10	PO
		GATUNLOCKS	18000-10	BUNGE	BOMBAY	MAY 1/24	MAY 5	DO
	PENINSULAR MAY	JACQUELINE SOMECK	11500-5	GARNAC	VIZAG/CAL	MAY 10/25	MAY 14	HO
		KING CITY	8500-5	CARGILL	VIZAG/CAL	MAY 12/31	MAY 16/17	PT.
		PENN TRANSPORTER	14500-5	CONTINENTAL	KANDLA	MAY 8/23	MAY 16/17	HO
		PSARA	10000-5	CARGILL	MADRAS/CAL	MAY 1/25	MAY 22	BA
	C	P AND T FORESTER	11000-10	CARGILL	MADRAS/CAL	MAY 16/31	MAY 17	PT
	C	P AND T NAVIGATOR	11000-10	CARGILL	VIZAG/CAL	MAY 16/31	MAY	BA
	C	~~SOPHIE S~~ VASSO	13700-10	CONTINENTAL	MADRAS/CAL	MAY 10/31	MAY 20	GA
		THISTLEDOWNE	10600-5	CONTINENTAL	VIZAG/CAL	MAY 3/25	MAY 8	HO
		TRADER	10000-5	CARGILL	VIZAG/CAL	MAY 2/23	MAY 5	PO
	C	~~TBN~~ TRANSERIE BAY ORSUB	17500-10	CARGILL	BOMBAY	MAY 6/31	MAY 30	BA
	C	BARBARA FRIETCHIE	10000-10	CARGILL	MADRAS/CAL	MAY 10/25	MAY	PO
	CD-1423	~~TBN~~ GREENDALE	~~11000-10~~ 7749/8180	CONTINENTAL	BHAVNAGAR	MAY 1/31	MAY 24	NE
	CD-1423	GREEN BAY	6500/7000	CONTINENTAL	BHAVNAGAR	MAY 1/31	MAY 10	NE
NO.PAC.								
	C	ADORATION ALEXANDROS	20000-10	ARCHER-DAN	BOMBAY	MAY 1/20	MAY 19/20	
	C	~~GOLDSTONE~~	11450-10	DREYFUS	VIZAG/CAL	MAY ~~1/10~~ ?	MAY 17	
	C	~~EXPROFITIS~~ ELIAS	11450-10	DREYFUS	MADRAS/CAL	MAY ~~1/15~~	MAY 7	

20

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

⑥ D PORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑫ RECD DOCS	M.R.	⑬ BILLING	FILE NO
ARTHUR	MAY 18	MAY 24	MAY 26	16146.42	JUNE 24	MAY 6	JUNE 6	MAY 29	58-135[illegible]
STREHAN	MAY 19	MAY 21	MAY 22	2200 CLT	JUNE 24	MAY 28	MAY 31	MAY 28	58-135[illegible]
RT ARTHUR	MAY 4	MAY 11	MAY 13	10300	JUNE 26	MAY 16	MAY 22	MAY 16	58-1344
RHAN	MAY 6	MAY 10	MAY 11	19064.4	JUNE 17	MAY 16	MAY 23	MAY 16	58-1343
OSTON	MAY 25	MAY 25	MAY 27	11250	JUNE 28	JUNE 4	JUNE 7	JUNE 4	58-1355
ARTHUR	MAY 17	MAY 17	MAY 18	8196.42	JUNE 28	MAY 20	MAY 31	MAY 22	58-1345
USTON	MAY 14	MAY 23	MAY 25	4939.982	JUNE 25	JUNE 6	JUNE 6	JUNE 6	58-1365
TON ROUGE	MAY 22	MAY 25	MAY 26	10300	JUNE 28	JUNE 1	JUNE 7	JUNE 4	58-1356
ARTHUR	MAY 22	MAY 29	MAY 30	12000	JULY 3	JUNE 4	JUNE 11	JUNE 4	58-1356
ARTHUR	MAY 18	MAY 20	MAY 21	12000	JUNE 26	MAY 28	JUNE 4	MAY 28	58-1352
LVESTON	MAY 21	MAY 26	MAY 28	14550	JUNE 28	JUNE 1	JUNE 11	JUNE 4	58-1357
USTON	MAY 7	MAY 14	MAY 16	10600	JUNE 21	MAY 24	MAY 26	MAY 24	58-1336
RT ARTHUR	MAY 7	MAY 9	MAY 11	10371.429	JUNE 30	MAY 16	MAY 21	MAY 16	58-1342
STON ROUGE	MAY 22	MAY 21	MAY 22	16000	JUNE 28	MAY 28	JUNE 4	MAY 28	58-1347
RT ARTHUR	MAY 17	MAY 22	MAY 24	9950	JULY 5	MAY 28	JUNE 4	MAY 28	58-1348
W ORLEANS	MAY 31	MAY 31	JUNE 1	4400	JULY 7	JUNE 6	JUNE 11	JUNE 6	58-1362
N CLOUD	MAY 17	MAY 17	MAY 18	6500	JUNE 22	MAY 28	JUNE 1	MAY 28	58-1350
									18
									19
									20
ACOMA	MAY 28	MAY 29	JUNE 5	22000	JULY 1	JUNE 11	JUNE 14		58-1363
NGVIEW									21
ATTLE AND	MAY 19	MAY 21	MAY 23	12575	JUNE 18	MAY 29	JUNE 7		58-1354
NGVIEW		MAY 19							22
ORTLAND	MAY 11	MAY 14	MAY 21	11845	JUNE 23	MAY 28	JUNE 4	[illegible]	58-1349
									24
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45-463 EYE-EASE 45-463 20/20 BUFF

MARCH

	U.S.GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	L
1		ALKOR	20000-10	CARGILL	BOMBAY	MARCH 11/31	MAR 27	P
2		DIONE	17600-10	CONTINENTAL	BOMBAY	MARCH 1/25	MARCH 18	G
3		PEDRO MIGUEL	20000-10	CONTINENTAL	BOMBAY	MARCH 11/31	MARCH 21	H
4		MIMINA	11900-5	CONTINENTAL	VIZAG/CAL	MARCH 1/26	MARCH 9	G
5		MOUNT SHASTA	9500-10	CONTINENTAL	VIZAG/CAL	MARCH 1/15	MARCH 1/2	N
6		MOUNT WHITNEY	9500-10	CONTINENTAL	MADRAS/CAL	MARCH 1/15	MARCH 12	N
7		RISELEY	10300-5	CONTINENTAL	MADRAS/CAL	MARCH 1/24	MARCH 11	N
8		TRANSINDIA	20000-10	CONTINENTAL	BOMBAY	MARCH 1/25	MARCH 1/2	G
9		WABASH	12000-5	CARGILL	MADRAS/CAL	MARCH 1/31	MARCH 24	P
10		PENN VANGUARD	10800-10	CARGILL	MADRAS/CAL	MARCH 10/28	MAR 23	B
11		CARA SEAS	10000-10	CARGILL	VIZAG/CAL	MARCH 15/30	MARCH 22	P
12	NO PAC							
13		GARL LARSSON	20000/22000	CARGILL	BOMBAY	MARCH 1/20	MARCH 14	S
14		NAECO	19000-10	CARGILL	BOMBAY	MARCH 15/31	MARCH 21	V
15		RANGER	10000-5	CARGILL	VIZAG/CAL	MARCH 5/25	MARCH 7	P
16	U.S.GULF					APRIL		
17		AGHIA MARINA	10500-5	CONTINENTAL	BHAVNAGAR	APRIL 2/25	APRIL 17	G
18		AMERICAN TRADER	15000-10	CONTINENTAL	BOMBAY	APRIL 1/25	APRIL 6	H
19		FRANCE STOVE	22000	CONTINENTAL	BOMBAY	APRIL 2/25	APRIL 3/4	G
20		HILTON	10000-10	CONTINENTAL	VIZAG/CAL	APRIL 15/30	MAY 18	N
21		HUDSON	14000-5	CONTINENTAL		APRIL 10/25	APRIL 18	H
22		MOUNT EVANS	10000-10	CONTINENTAL	VIZAG/CAL	APRIL 15/MAY18	MAY 17	G
23		OCEANIC	11000-5	CONTINENTAL	MADRAS/CAL	APRIL 7/22	APRIL 18	H
24		OVERSEAS JOYCE	9400-10	CONTINENTAL	MADRAS/CAL	APRIL 15/30	APRIL 27	N
25		PANDORA	11000-10	CONTINENTAL	KANDLA	APRIL 17/30	APRIL 20	H
26		P & T EXPLORER	11000-10	CONTINENTAL	MADRAS/CAL	APRIL 5/18	MAY 11	N
27		ROSEBANK	11450-10	CONTINENTAL	VIZAG/CAL	APRIL 5/25	APRIL 9	H
28	CD-1420	GREEN WAVE	6000-10	CONTINENTAL	KANDLA	APRIL 1/30	MAY 10	N
29		CAPRI	15500-10	CONTINENTAL	KANDLA	APRIL 1/15	APRIL 11/12	H
30	NO.PAC							
31		ASTRAEA	17600-10	ARCHER-DAN	BOMBAY	APRIL 15/30	ARRIL 26	V
32		COLUMBIA	17000-10	PRODUCERS	BOMBAY	APRIL 1/25	APRIL 5	V
33		CYCLONE	10500-10	DREYFUS	MADRAS/CAL	APRIL 15/30	APRIL 24	P
34		KYRAKATINGO YIANNIS	12000-5 10000-5	CONTINENTAL ARCHER DAN	VIZAG/CAL MADRAS/CAL	APRIL 2/20 APRIL 2/20	APRIL 14	P
35		HUNTSLAND	8000-10	CARGILL	BOMBAY	APRIL 10/30	APRIL 20	

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

					TONNAGE		RECD			FILE
LOADPORT	TENDER	STARTED	SAILED		LOADED	ETA	DOCS	M.R.	BILLING	NO
PORTARTHUR	MARCH 28	MAR 30	APRIL 1		22000	MAY 4	APRIL 5	APR 12	APR 15	58-1313
GALVESTON	MARCH 12	MARCH 19	MARCH 21		18646.875	APRIL22	MAR 26	APRIL16	MAR25	58-1300
HOUSTON	MARCH 23	MARCH 25	MARCH 27		19300	APR 26	APR 4	APR 12	APR 4	58-1289
GALVESTON	MARCH 9	MARCH 10	MARCH 12		12026.785	APR 22	MAR 26	MAR 26	MAR 26	58-1304
NEW ORLEANS	MARCH 3	MARCH 3	MAR 5		10098.214	APR 10	MAR 13	MAR 14	MAR 13	58-1291
NEW ORLEANS	MARCH 5	MARCH 5	MAR 7		10253.571	APR 14	MAR 13	MAR 16	MAR 13	58-1292
NEW ORLEANS	MARCH 13	MARCH 15	MAR 16		10576.7	APR 26	MAR 27	MAR 27	MAR 27	58-1305
GALVESTON	MARCH 5	MARCH 9	MAR 11		22000	APR 14	MAR 16	MAR 20	MAR 16	58-1293
PORTARTHUR	MARCH 24	MARCH 26	MAR 28		12200.893	APRIL26	MAR 30	APR 6	MAR 30	58-1309
BATONROUGE	MARCH 24	MARCH 26	MAR 27		11700	MAY 7	APR 5	APR 11	APR 5	58-1314
PORT ARTHUR	MARCH 23	MARCH 24	MAR 25		10258.929	MAY 14	MAR 28	APR 5	MAR 28	58-1306
SEATTLE	MARCH 15	MARCH 15	MAR 22		22000	APR 23	MAR 30	APR 4		58-1307
VANCOUVER	MARCH 22	MARCH 23	MAR 31		18950	MAY 3	APR 5	APR 16		58-1312
PORTLAND	MARCH 11	MARCH 12	MAR 14		9800	APR 28	MAR 19	MAR 27		58-1298
GALVESTON	APRIL 17	APRIL 20	APR21		10600	MAY 25	APR 16	MAY 7	APR 16	58-1323
HOUSTON	APRIL 6	APRIL 7	APR 10		15900	MAY 10	APR 16	APR23	APR 16	58-1323
GALVESTON	APRIL 5	APRIL 5	APR 11		23150	MAY 13	APR 13	APR 23	APR 13	58-1322
NEWORLEANS	MAY 22	JUNE 5	JUNE 6		10089.633	JULY 26	JUNE 11	JUNE 18	JUNE 11	58-1304
HOUSTON	ARRIL 20	APRIL 25	APR 27		14350	JUNE 5	MAY 9	MAY 9	MAY 9	58-1338
GALVESTON	MAY 17	MAY 21	MAY 23		10150	JULY 7	MAY 25	JUNE 6	MAY 25	58-1361
HOUSTON	APRIL 19	APRIL 20	AOR 25		11400	NAT 27	MAY 7	MAY 8	ARR 26	58-1329
NEWORLEANS	APRIL 27	MAY 1	MAY 3		9680.3	JUNE 8	MAY 14	MAY 17	MAY 14	58-1340
HOUSTON	APRIL 25	MAY 3	MAY 5		10098	JUNE 29	MAY 9	MAY 17	MAY 9	58-1332
NEWORLEANS	MAY 12	MAY 23	MAY 24		11933.035	JUNE 24	JUNE 1	JUNE 4	JUNE 4	58-1359
HOUSTON	APRIL 9	APRIL 11	APRIL 14		11571.428	MAY 17	APR 19	APR 27	APR 19	58-1325
NEWORLEANS	MAY 11	MAY 11	MAY 13		6000	JUNE 30	MAY 17	MAY 21	MAY 17	58-1341
HOUSTON	APRIL 16	APRIL 16	APRIL 19		16000	MAY 23	APR 24	APR 30	APR 25	58-1326
VANCOUVER	APRIL 28	APRIL 30	MAY 6		19020	JUNE 3	MAY 11	MAY 18		58-1339
VANCOUVER	APRIL 10	APRIL 13	APRIL 19		16000	MAY 22	APR 25	APR 30	APR 30	58-1328
PORTLAND	APRIL 24	APRIL 24	APRIL 28		11550	JUNE 9	MAY 4	MAY 9		58-1334
PORTLAND-LONGVIEW	APRIL 3	APRIL 5	APRIL 20		12350	MAY 20	APR 25	APR 26		58-1327
PUGET SOUND	MARCH 31	APRIL 3	APR 5		10025	MAY 22	APR 12	APR 25		58-1317
SEATTLE	APRIL 20	APRIL 23	APRIL 25		7860.357	JUNE 1	MAY 2	MAY 9	MAY 2	58-1333

WHEAT FEBRUARY 1962

	U.S.GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1		ALKAID	20000-10	CARGILL	BOMBAY	FEB.5/25	FEB 18
2		GLENBROOK	15000-10	CONTINENTAL	KANDLA	FEB.5/25	FEB 14
3		~~COLUMBIA~~ TEXAS TRADER	17700-10	CARGILL	BOMBAY	FEB.1/25 MAR.15	MAR 5/10
4	✓	CORNISH CITY	9500-5	BUNGE	CALCUTTA/VIZAG	FEB.12/28	FEB 16/18
5		CORVIGLIA	12000-5	BUNGE	CALCUTTA/MADRAS	JAN.10/31	JAN 28/29
6		GRECIAN VALOUR	12000-5	CONTINENTAL	CALCUTTA/VIZAG	FEB.5/26	FEB 8/10
7	✓	SILVERSTONE	12000-5	BUNGE	CALCUTTA/MADRAS	FEB 8/28	FEB. 16/20
8		~~TBN~~ ATHLOS	11450-10	CARGILL	VIZAG/CAL	FEB 1/25	FEB 9
9	CD-1406	~~TBN FLYING TRADER~~ ELIE V	10000 6550	CONTINENTAL	BHAVNAGAR	FEB 1/28	MAR 8/10/11
10	CD-1409	~~GREEN DALE~~ GREEN HARBOUR ~~TBN ROBIN HOOD~~	3000 ~~5000-10~~	CONTINENTAL	KANDLA	FEB 1/28	MAR 6 ~~FEB 15/16~~
11	CD-1408	PRESIDENT HARDING GREEN-BAEB	3450	CONTINENTAL	BHAVNAGAR	FEB 1/28	MAR 6/7 FEB 15/16
12		RIXLLXYX	10X00X5	KXXTIXXNTXXXMXXRXSXCXLXXX			
13							
14							
15							
16							
17							
18	NO. PAC.						
19		COLUMBIA TRADER	10000-5	TIDEWATER	CAL/MADRAS	FEB.12/26	FEB 24
20		JACQUELINE SOMECK	11500-5	PRODUCERS	CAL/MADRAS	FEB.1/25	JAN 30
21		KYRAMAROUKO	10000-5	MITSUI	CAL/VIZAG	FEB.1/15	FEB 7
22		TRANSASIA	17700-10	CONTINENTAL	BOMBAY	FEB.3/28	FEB 25 MAR 15 26
23							
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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

LOADING PORT TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	DOCS RECD	M.R.	BILLING	FILE NO.
PORT ARTHUR FEB 12	FEB 17	FEB 20	22000	MAR 24	FEB 23	FEB 28	FEB 23	58-1282
NEW ORLEANS FEB 2	FEB 12	FEB 13	15808.9	MAR 15	FEB 19	FEB 26	FEB 19	58-1279
PORT ARTHUR MAR 14	MAR 14	MAR 17	16000	APR 17	MAR 21	APR 4	MAR 21	58-1299
DESTRAHAN FEB 17	FEB 23	FEB 24	9602.500	MAR 28	MAR 2	MAR 20	MAR 2	58-1286
DESTRAHAN JAN 30	JAN 30	JAN 31	11633	MAR 2	FEB 8	FEB 16	FEB 8	58-1267
NEW ORLEANS FEB 10	FEB 21	FEB 22	12100	MAR 23	MAR 5	MAR 5	MAR 5	58-1287
DESTRAHAN FEB 19	FEB 24	FEB 25	11658.03	APR 1	MAR 7	MAR 20	MAR 7	58-1288
PORT ARTHUR FEB 8	FEB 9	FEB 10	10454.464	MAR 2	FEB 13	FEB 21	FEB 13	58-1273
GALVESTON	CANCELLED							
HOUSTON MAR 23	MAR 23	MAR 24	2750	MAY 10	MAR 29	APR 5	MAR 29	58-1308
HOUSTON MAR 12	MAR 12	MAR 13	3175	APR 20	MAR 16	MAR 27	MAR 16	58-1294
VANCOUVER FEB 23	FEB 26	FEB 28	9900	APR 10	MAR 8	EXCH IN WASH		58-1290
VANCOUVER JAN 31 FEB 5	FEB 5	FEB 18	11150	MAR 16	FEB 17	FEB 19	[redacted]	58-1287
VANCOUVER FEB 7	FEB 12	FEB 14	10200	MAR 22	FEB 19	MAR 8		58-1280
PORTLAND & LONGVIEW MAR 12	MAR 12	MAR 16	15500.5	APR 15	MAR 26	MAR 29		58-1381

		STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	U.S.GULF						
2		ALGOL	18000-10	CONTINENTAL	BOMBAY	JAN 1/20	JAN ~~5/10~~ 13
3		AYIA MARKELLA	11800-5	CONTINENTAL	BHAVNAGAR	JAN 2/25	JAN 1 DEC ~~31~~
4		~~GOLIATH~~ WESTFALEN	12000-5	CONTINENTAL	CALCUTTA-C/P	JAN ~~15~~ 15/31	JAN ~~15~~ 29 15
5		GIOVANELLA D'AMICO	17700-10	CONTINENTAL	BOMBAY	JAN 1/25	JAN ~~22~~ 22
6		PLEIADES	12000-5	CONTINENTAL	KANDLA	JAN 5/29	JAN ~~10/15~~ 9/10
7		P & T FORRESTER	11000-10	CONTINENTAL	CALCUTTA-C/P	JAN 9/24	JAN 8 DEC 29
8	CD-1392	CAPE COD	5000				
		~~REMJEN-HEIGHTS~~	~~9500-10~~	CONTINENTAL	KANDLA	JAN 2/16	~~JAN 3~~
9		TRANS~~NORTHERN~~ ORIENT	17700~~10~~	PRODUCERS	BOMBAY	JAN 1/25	DEC 28 DEC 29
10	CD-1393	CAPE COD	~~9500~~ 10	CONTINENTAL	KANDLA	JAN 2/16	~~JAN 2~~
11		~~XXXXXXXXXXXX~~	~~XXXX XXXXXX~~	~~CONTINENTAL~~	~~CALCUTTA~~	~~XXXXXXXX~~	~~XXXXXXXX~~
12							
13							
14							
15							
16							
17							
18							
19							
20							
21	NO.PAC.						
22		ALMENA	15000-10	CARGILL INC	BOMBAY	JAN 2/16	JAN 3
23		ARETI-S	10000-5	CARGILL INC	CALCUTTA-C/P	JAN 1/15	DEC 26
24		CHRIS-E	9500-10	CARGILL INC	CALCUTTA-C/P	JAN 15/31	JAN 27
25		KING CITY	8500-5	CONTINENTAL	CALCUTTA-C/P	JAN 2/25	DEC 30
26		LISA-B	9500-10	CARGILL INC	CALCUTTA-C/P	JAN 15/31	JAN 25
27		MARINE VOYAGER	9500-10	KERR GRAIN	CALCUTTA-C/P	JAN 16/31	JAN 19/20
28		RACHEL V	9500-10	DREYFUS	CALCUTTA-C/P	JAN 1/15	DEC 30
29		~~CYCLONE~~ ELMBOT	11000-5	ARCHER-DAN	CALCUTTA-C/P	JAN 15/31	JAN 15
30		PRAXITELES	9500-10	CARGILL INC	CALCUTTA-C/P	JAN 15/31	JAN 24/2
31							
32	CANADA						
33	CD-1396	CITY OF PHILADELPHIA	2029 MIN/MAX	RICHARDSON	CALCUTTA	JAN 25/FEB10	JAN 26/28
34							
35							

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 2

LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	DOCS RECD	M.R.	BILLING	FILE NO
~~GALVESTON~~ HOUSTON	JAN 15	JAN 16	JAN 19	18120	FEB 21	JAN 24	JAN 30	JAN 25	58-1256
HOUSTON	JAN 5	JAN 8	JAN 12	11413.392	FEB 16	JAN 18	JAN 24	JAN 19	58-1247
GALVESTON	JAN 16	JAN 18	JAN 24	11750	MAR 7	JAN 29	FEB 6	JAN 29	58-1260
NEW ORLEANS	JAN 25	JAN 27	JAN 30	18352.6	FEB 22	FEB 5	FEB 13	FEB 5	58-1265
GALVESTON	JAN. 11	JAN 14	JAN 15	12600	FEB 18	JAN 18	JAN 29	JAN 18	58-1246
~~GALVESTON~~ HOUSTON	JAN 24	JAN 27	JAN 30	11900	FEB 23	FEB 6	FEB 13	FEB 6	58-1266
HOUSTON	DEC 30	DEC 30	DEC 31	4579.4	JAN 26	JAN 6	JAN 15	JAN 9	58-1240
HOUSTON	JAN 2	JAN 2	JAN 8	22000	JAN 27	JAN 17	JAN 17	JAN 17	58-1243
HOUSTON	DEC 30	DEC 31	DEC 31	4050	JAN 26	JAN 8	JAN 15	JAN 9	58-1238
PORTLAND	JAN 10	JAN 10	JAN 12	15900	FEB 14	JAN 24	JAN 24		58-1254
PORTLAND	DEC 28	JAN 4	JAN 12	9850	FEB 26	JAN. 6	JAN 22		58-1244
PORTLAND	JAN 31	FEB 1	FEB 5	9850	MAR 12	FEB 9	FEB 23		58-1269
~~PORTLAND~~ LONGVIEW	DEC 30	JAN 6	JAN 7	8150	FEB 14	JAN 12	JAN 16		58-1245
PORTLAND	JAN 31	JAN 31	FEB 2	10083.3	MAR 11	FEB 13	FEB 16		58-1270
PORTLAND	JAN 30	JAN 31	FEB 6	10105.58	MAR 6	FEB 13	FEB 24		58-1271
~~TACOMA~~ VANCOUVER	JAN 10	JAN 12	JAN 15	9825	FEB 12	JAN 22	JAN 24		58-1253
TACOMA	JAN 18	JAN 20	JAN 21	11358.0357	MAR 4	JAN 26	FEB 2		58-1258
SEATTLE	JAN 31	JAN 31	FEB 3	9500	MAR 18	FEB 8	FEB 21		58-1268
ST. JOHNS	FEB 3	FEB 3	FEB 8	3027.7	MAR 26	FEB 9			58-1272

	USGULF	STEAMER		TONNAGE ①	SUPPLIER ②	DISCHARGE ③	LAYDAYS ④	ETA ⑤
	45163	AMERICAN FALCON						
	CD-1536	ALCOA VOYAGER	45cc	5000-5	BUNGE	NAVLAKHI	AUGUST 10-20	AUG. 20 25
		ALKAID	N	20000-10	DREYFUS	KANDLA	AUGUST 11-25	AUG. 20-21
	CENTRAL AMERSS.	ANTHEM	N	16000-5	CONTINENTAL	KANDLA	AUGUST 10-24	AUG. 14
1		ARCHONRAPHAEL		10000-5	PRODUCERS	CALCUTTA/CP	AUG. 11-25	AUG. 11
2	T.T.T.	BERNHARD	N	14300-5	GOODPASTURE	CALCUTTA/CP	AUG. 11-25	AUG. 15
3		CORMORANT	N	10000-5	PRODUCERS	BHAVNAGAR	AUG. 4-18	AUG. 3
4	CITIES SERVICE	COUNCIL GROVE	N	20000-10	HARLIN	BOMBAY	AUG. 10-25	AUG. 20
5		CRYSTAL JEWEL	N	9500-5	DREYFUS	CALCUTTA/CP	AUG. 5-20	AUG. 11
6	GLOBAL	DEVON CITY	N	12800/13250	CARGILL	CALCUTTA/CP	AUG. 1-15	JULY 25
7		DIONE	N	11500-5	DREYFUS	CALCUTTA/CP	AUG. 8-22	AUG. 8
8	CD-1537	ELWELL		~~5670~~-5	BUNGE	NAVLAKHI	AUG. 15-25	AUG. 26
9		EAST RIVER	N	17500-5 4750	CONTINENTAL	KANDLA	AUG. 1-15	AUG. 2-3
10	MARITIME OVERSEAS	EDGAR F LUCKENBACH	N	13800-5	CONTINENTAL	MADRAS/CAL	AUG. 1-15	AUG. 1
11	DORIC	EVIBELLE		10000-5	GARNAC	MADRAS/CAL	AUG. 10-25	AUG. 19
12	VICTORY TRANSP.	HUDSON	N	14000-5	CONTINENTAL	MADRAS/CAL	AUG. 3-18	AUG. 9
13		MARCO	N	19000-10	BUNGE	BOMBAY		JULY 29
14	MARINE CARRIERS	~~CAROLE~~		~~20000-10~~	~~HARLIN~~	~~KANDLA~~	~~AUG. 10-25~~	~~AUG. 28~~ 29
15	SEATRANS	NIAGARA	N	16000-5	~~GARNAC~~ HARLIN	KANDLA	AUG. 14-28	~~AUG. 10~~ SEPT 1
16	LIVANOS	PEARL STONE (LIBERIAN)	N	10800-5	CARGILL	CALCUTTA/CP	AUG 1-15	JULY 24
17	FULLER	WARME SPRINGS	N	10000-5	CONTINENTAL	BHAVNAGAR	AUG. 14-28	AUG. 17
18	GLOBAL	WELSH CITY	N	9600-5	CARGILL	CALCUTTA/CP	AUG. 3-17	AUG. 2
19	WINDSOR NAV	WINDSOR VICTORY	N	10000-5	CONTINENTAL	MADRAS/CAL	AUG. 10-29	AUG. 14
20	LIV.	PEARL CREEK	N	12000-5	CONTINENTAL	CALCUTTA/CP	AUG. 11-25	AUG. 20
21	NAVCOT	PEARLSTONE	N	12000-5	CONTINENTAL	CALCUTTA/CP	AUG. 11-25	AUG. 24
22	E.J. SMITH	CAPE COD		9000-5	DREYFUS	VIZAG/CAL	AUG. 10-25	AUG. 18
23	"	JANET QUINN	N	10000-5	DREYFUS	VIZAG/CAL	AUG. 1-15	JULY 27
24	"	SMITH LEADER		10000-5	DREYFUS	VIZAG/CAL	AUG. 3-18	AUG. 3
25		TRANSHUDSON	N	15500-5	DREYFUS	BOMBAY	AUG. 15-29	AUG. 18-19
26	AMER BULK CARRIERS	KENT		18000-5	CARGILL	BOMBAY	AUG. 10-23	AUG. 16
27		MELIDA	N	10,000-5	CONTINENTAL	CALCUTTA/CP	AUG. 5-19	AUG. 10
28		PENN CARRIER	N	16000-5	HARLIN	BOMBAY	AUG. 20-31	AUG. 24
29		JOHN C	N	9500-5	~~HARLIN~~ GARNAC	MADRAS/CAL	AUG. 14-27	AUG. 20
30	SSY CARGO SHIPS/TANKERS	BEARCAT	N	10000-5	COOK	MADRAS/CAL	AUG. 14-31	AUG. 14
31	E.J. SMITH	DOROTHY BOYLAN	N	10000-5	CARGILL	VIZAG	AUG. 14-27	AUG. 15
32	"	SMITH TOURIST	N	10000-5	CARGILL	MADRAS/CAL	AUG. 15-27	AUG. 19
33	"	SMITH VOYAGER	N	10000-5	CARGILL	VIZAG/CAL	AUG. 15-27	AUG. 19
34	CANADA	DELIAN SPIRIT	FN	22000	RICHARDSON	BOMBAY	AUG. 14-31	AUG. 17
35		37						

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CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3.

LOADING PORT	TENDER	STARTED	SAILED	TONNAGE LDG	ETA	RECE. DOCS.	M.E.	BILLING	FILE
⊙	⊙	⊙	⊙	⊙	⊙		⊙	⊙	
BEAUMONT	SEPT 3	SEPT 3	SEPT 4	4800	OCT 26	OCT 8	ORIG REL SEPT 9	OCT 8	58-2247
Venezuela	AUG 21	AUG 21	AUG 22	22000	SEPT 21	AUG 31	AUG 31	AUG 25	58-2264
New Orleans	AUG 19	AUG 21	AUG 25	15804	SEPT 26	SEPT 4	SEPT 4	AUG 18	58-2259
HOUSTON	AUG 18	AUG 31	SEPT 4	16475	OCT 19	SEPT 18	SEPT 18	SEPT 18	58-2338
HOUSTON	AUG 17	SEPT 1	SEPT 2	14755	OCT 11	SEPT 10	SEPT 16	SEPT 11	58-2294
HOUSTON	AUG 5	AUG 31	SEPT 1	10303.352	OCT 15	SEPT 8	SEP 10	SEPT 8	58-2249
NEW ORLEANS	AUG 21	AUG 30	SEPT 1	22000	OCT 2	SEPT 11	SEPT 18	SEPT 14	58-2296
BEAUMONT	AUG 12	AUG 13	AUG 13	9643	SEPT 18	AUG 25	AUG 24	AUG 17	58-2256
BATON ROUGE	JULY 27	JULY 31	AUG 1	12880.357	SEPT 6	AUG 10	AUG 12	AUG 31	58-2240
BEAUMONT	AUG 6	AUG 6	AUG 8	11509.259	SEPT 9	~~AUG~~	AUG 17	AUG 7	58-2247
Beaumont	AUG 29	AUG 29	AUG 30	14760	OCT 5	SEPT 1	ORIG REL SEPT 16	SEPT 1	58-2294
New Orleans	AUG 1	AUG 5	AUG 6	14375	SEPT 6	AUG 17	AUG 19	AUG 17	58-2239
New Orleans	AUG 1	AUG 3	AUG 5	14020	SEPT 5	AUG 10	AUG 17	AUG 12	58-2285
Destrehan	AUG 19	AUG 19	AUG 20	10384.821	SEPT 30	AUG 26	AUG 26	AUG 26	58-2285
New Orleans	AUG 10	AUG 11	AUG 12	14,385	SEP 15	AUG 17	AUG 21	AUG 18	58-2238
Destrehan	JULY 30	JULY 31	AUG 1	18500	SEPT 1	AUG 6	AUG 12	SEPT 3	58-2246
~~NEW ORLEANS~~									14
AUSTIN NEW ORLEANS	SEPT 2	SEPT 2	SEPT 5	16607.143	OCT 7	SEPT 16	SEPT 18	SEPT 21	58-2270
Baton Rouge	JULY 27	JULY 28	AUG 1	10950	SEPT 10	AUG 6	AUG 12	AUG 3	58-2242
NEW ORLEANS	AUG 17	AUG 22	AUG 24	16025	SEPT 29	SEPT 1	REL IN WASH	SEPT 2	58-2272
Baton Rouge	AUG 3	AUG 5	AUG 6	9508.928	SEPT 12	AUG 13	AUG 17		58-2289
New Orleans	AUG 14	AUG 14	AUG 16	16133.035 7	SEPT 15	AUG 21	AUG 26	AUG 24	58-2264
New Orleans	AUG 21	AUG 28	AUG 28	~~17651.714~~	OCT 1	OCT 4	SEPT 8	AUG 27	58-2269
New Orleans	AUG 24	AUG 26	AUG 27	12600	SEPT 28	SEPT 1	SEP 4	AUG 27	58-2268
Baton Rouge	AUG 20	AUG 20	AUG 21	8775.584	SEPT 21	AUG 31	SEPT 1	AUG 31	58-2270
Baton Rouge	JULY 31	JULY 31	AUG 1	10250	SEPT 16	AUG 10	AUG 12	AUG 12	58-2253
Baton Rouge	AUG 10	AUG 11	AUG 12	10174.143	SEPT 12	AUG 25	AUG 21	AUG 28	2284
Baton Rouge	SEPT 1	SEPT 4	SEPT 9	16275	OCT 12	SEPT 16	SEPT 16	SEPT 16	58-2286
BATON ROUGE	SEPT 1	SEPT 2	SEPT 3	16702.428	OCT 2	SEPT 12	SEPT 9	SEPT 14	58-2287
New Orleans	AUG 11	AUG 11	AUG 12	10035.153	SEPT 23	AUG 25	AUG 25	AUG 17	58-2256
DESTREHAN NEW ORLEANS	AUG 24	AUG 25	AUG 26	16337.037	SEPT 26	SEPT 1	SEP 3	SEPT 2	58-2271
NEW ORLEANS	AUG 25	SEPT 4	SEPT 7	9764.5	OCT 15	SEPT 11	SEPT 24	SEPT 14	58-2291
Baton Rouge	AUG 12	AUG 14	AUG 15	10200	SEPT 29	AUG 24	AUG 31	AUG 25	58-2283
Baton Rouge	AUG 22	AUG 27	AUG 28	10050	OCT 12	SEPT 4	SEP 10	SEPT 8 OCT 14	58-2282
Baton Rouge	AUG 18	AUG 21	AUG 22	10200	SEPT 23	SEPT 1	SEP 3	SEPT 2	58-2273
BATON ROUGE VELEC CITY	AUG 25	SEPT 1	SEPT 2	10200	OCT 2	SEPT 8	SEPT 16	SEPT 6	58-2290
[illegible]	AUG 19	AUG 20	AUG 25	22000	SEPT 27	SEPT 4		SEPT 10	58-2276
									15

WHEAT JULY 1964

	U S GULF	STEAMER		TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	HARRISON	ALDINA	N	18000-5	CARGILL	KANDLA	JULY 15/25	JULY 21
2		ALKOR		~~28000~~-10	CONTINENTAL	BOMBAY	JULY 1/20	JUNE 23
3	CARGO SHIPS TANKERS	ALMA VICTORY	N	10000-5	CONTINENTAL	MADRAS/CAL	JULY 5/20	JULY 6
4	BLIDBERG	ALTIS		9800-5	GOODPASTURE	CALCUTTA/CP	JULY 3/18	JULY 6
5	E.J.SMITH	ANNE QUINN		10000-5	CONTINENTAL	VIZAG/CAL	JULY 1/15	JULY 1
6	MERCURY MARINE	ASTRAEA		20000-5/10	GOODPASTURE	BOMBAY	JULY 10/25	JULY 13
7		AVENIR	N	14500-5	GOODPASTURE	KANDLA	JULY 10/25	JULY 9
8	S.S.Y	COERUDALINE VICTORY	N	9500-5	GOODPASTURE	MADRAS/CAL	JULY 1/15	JUNE 30
9		CASPIANA	N	10000-5	HARLIN	CALCUTTA/CP	JULY 6/21	JULY 6
10	MARINE TRANSP	CONSONANCE		18000-5	PRODUCERS	KANDLA	JULY 10/25	JULY
11	CARGO SHIPS MERCURY	CYCLONE	N	12000-5	PRODUCERS	MADRAS/CAL	JULY 10/25	JULY 20
12	MARINE	DIONE		20000-50	GOODPASTURE	BOMBAY	JULY 11/25	JULY
13		FINEO		11300-5	GOODPASTURE	CALCUTTA/CP	JULY 2/17	JUNE
14		GALICIA	N	10000-5	GOODPASTURE	CALCUTTA/CP	JULY 6/21	JULY
15	CD-1535	ALCOA EXPLORER GREEN POINT -		5000-5	BARTLETT	NAVLAKHI	JULY 15/25	JULY
16	GARNAC	LAVAUX	N	12000-5	PRODUCERS	CALCUTTA/CP	JUNE 10/25	JUNE 27
17	CD-1535	LENA LUCKENBACH		5000-5	BARTLETT	NAVLAKHI	JULY 10/20	JULY
18	MARINE TRANSP	MARINE VOYAGER	N	10000-5	GARNAC	MADRAS/CAL	JULY 8/25	JULY
19	LIVANOS	MARY	N	9500-5	PRODUCERS	CALCUTTA/CP	JULY 1/15	JULY
20	ITT	NEPTUNE	N	10300-5	CONTINENTAL	CALCUTTA/CP	JULY 4/18	JULY
21	LIBERTY NAV.	NORBERTO CAPAY	N	10000	CARGILL	MADRAS/CAL	JULY 10/31	JULY
22	BLIDBERG ROTHCHILD	NORWALK	N	10000	CARGILL	VIZAG/CAL	JULY 14/-7	JULY
23		NYMPHE		10000-5	CARGILL	CALCUTTA/CP	JULY 8/23	JULY
24	LIBERTY NAV.	OUR LADY OF PEACE	N	10000-5	GARNAC	MADRAS/CAL	JULY 1/15	JULY 1
25	E J SMITH	RUSSELL L		10000	CARGILL	VIZAG/CAL	JULY 10/25	JULY
26	"	SMITH CONQUEROR		10000-5	GARNAC	VIZAG/CAL	JULY 4/19	JULY 9
27	"	SMITH VICTORY		10000-5	HARLIN	VIZAG/CAL	JULY 7/22	JULY
28		THISTLEDOWNE		10500-5	CONTINENTAL	CALCUTTA/CP	JULY 1/15	JUNE
29	HUDSON	TRANSBAY	N	16000-5	GARNAC	BOMBAY	JULY 10/25	JULY 10
30		INTEGRITAS	N	12000-5	CONTINENTAL	BHAVNAGAR	JULY 9/24	JULY
31	NAVCOT	CAPETAN COSTIS	N	11450-10	CARGILL	VIZAG/CAL	JULY 10/30	JULY 10
32	S.S.Y	COE VICTORY	N	9500-5	CONTINENTAL	MADRAS/CAL	JULY 26/AUG 6	JULY 26/27
33		NELLIE XX		10000-5	CONTINENTAL	CALCUTTA/CP	JULY 5/AUG 5	JULY
34	NAVCOT	ALMAK	N	20000-10	BARTLETT	BOMBAY	JULY 11/31	JULY 24
35	33							

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

LOAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO
PORT ARTHUR	JULY 24	JULY 23	JULY 26	19575	AUG 27	JULY 29	Aug 7	JULY 30	58-2238
HOUSTON	JUNE 26	JUNE 28	JULY 2	9405	AUG 2	JULY 10	JULY 17	JULY 22	58-2215
NEW ORLEANS	JULY 6	JULY 12	JULY 13	10075.892	AUG 13	JULY 17	JULY 24	JULY 28	58-2227
HOUSTON	JULY 13	JULY 15	JULY 16	10100	SEPT 3	JULY 27	JULY 28	JULY 27	58-2236
HOUSTON	JULY [illegible]	JULY 9	JULY 13	10205.357	AUG 15	JULY 21	JULY 24	JULY 21	58-2231
BATON ROUGE HOUSTON	JULY 14	JULY 16	JULY 17	19453.571	AUG 18	JULY 27	JULY 29	JULY 9	58-2210
HOUSTON	JULY 13	JULY 14	JULY 14	14449.608	AUG 17	JULY 20	JULY 24	JULY 20	58-2206
HOUSTON	JULY 2	JULY 5	JULY 6	9473.29	AUG 10	JULY 13	JULY 17	JULY 13	58-2209
HOUSTON	JULY 7	JULY 13	JULY 14	10306	AUG 18	JULY 21	JULY 24	JULY 2	58-2200
HOUSTON	JULY 20	JULY 22	JULY 24	18112.768	AUG 27	Aug 6	Aug 4	Aug 7	58-2246
HOUSTON	JULY 20	JULY 20	JULY 21	12526.76	SEPT 9	JULY 27	Aug 3	JULY 27	58-2235
HOUSTON	JULY 27	JULY 27	JULY 29	19000.5	AUG 30	Aug 6	Aug 7	Aug 7	58-2247
HOUSTON	JULY 1	JULY 6	JULY 7	11550	AUG 8	JULY 10	JULY 17 REL JULY 23	JULY 10	58-2214
HOUSTON	JULY 10	JULY 13	JULY 14	9750	AUG 13	JULY 21	JULY 23 BR	JULY 6	58-2207
GALVESTON	JULY 30	JULY 30	JULY 31	4750	SEPT 4	AUG 4	AUG 4	Aug 4	58-2244
HOUSTON	JUNE 27	JULY 3	JULY 4	12022.705	AUG 9	JULY 10	JULY 17	JULY 10	58-2217
HOUSTON	JULY 16	JULY 16	JULY 17	4750	AUG 24	JULY 24	JULY 24 REL JULY 27 BIL	JULY 24	58-2234
DESTREHAN	JULY 22	JULY 22	JULY 23	10500	AUG 21	JULY 31	Aug 3	JULY 31	58-2241
HOUSTON	JULY 6	JULY 6	JULY 7	9500.044	AUG 21	JULY 13	JULY 17	JULY 13	58-2222
GALVESTON HOUSTON	JULY 7 JULY 27	JULY 8	JULY 9	10600	AUG 28	JULY 13	JULY 22	JULY 2	58-2199
PORT ARTHUR	JULY 8	JULY 30	Aug 1	9500	Aug 31	Aug 5	Aug 12	Aug 7	58-2245
BATON ROUGE	JULY 22	JULY 22	JULY 23	12350	SEP 3	AUG 3	Aug 3	Aug 3	58-2243
PORT ARTHUR	JULY 13	JULY 13	JULY 15	10350.536	AUG 20	JULY 20	JULY 28	JULY 9	58-2229
HOUSTON	JULY 6	JULY 9	JULY 11	10000	AUG 13	JULY 21	JULY 20	JULY 22	58-2230
PORT ARTHUR	JULY 14	JULY 15	JULY 16	10250	SEPT 5	JULY 20	JULY 28	JULY 20	58-2228
DESTREHAN	JULY 7	JULY 7	JULY 9	10250	AUG 9	JULY 16	JULY 17	JULY 16	58-2225
HOUSTON	JULY 14	JULY [illegible]	JULY 15	10258.928	AUG 15	JULY 20	JULY 28	JULY 20	58-2239
HOUSTON	JUNE 27	JULY [illegible]	JULY 8	10600	AUG 14	JULY 13	JULY 22 JULY 17	JUNE 25	58-2192
DESTRAHAN	JULY 10	JULY 10	JULY 11	16101.857	AUG 10	JULY 16	JULY 20	JULY 16	58-2224
NEW ORLEANS	JULY 16	JULY 17	JULY 18	12150	AUG 25	JULY 27	JULY 29	JULY 24	58-2218
PORT ARTHUR	JULY 9	JULY 9	JULY 10	11550	AUG 17	JULY 16	JULY 28	JULY 16	58-2223
NEW ORLEANS	JULY 28	JULY 31	Aug 1	9900	SEP 7	Aug 10	Aug 12	Aug 12	58-2232
[illegible]									
NEW ORLEANS	JULY 25	JULY 27	JULY 31	16200	SEPT 2	Aug 5	Aug 12	JULY 29	58-2237

45 163 EYE EASE 45 463 70/20 BUFF

			①	②	③	④	⑤
	U S GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1		ALIKI LIVANOS	10300-5	CARGILL	CALCUTTA/CP	JUNE 1/15	JUNE 2
2		AMERICAN HAWK	11000-10	BARTLETT	MADRAS/CAL	JUNE 12/27	JUNE 27
3		ERCTA	10000-5	GOODPASTURE	CALCUTTA/CP	JUNE 4/19	JUNE 10
4		GREAT CITY	9500-5	GOODPASTURE	CALCUTTA/CP	JUNE 7/23	JUNE 5
5		MACHITIS	12000-5	PRODUCERS	CALCUTTA/CP	JUNE 10/JULY5	JUNE24
6		MARLAURA	18500-5	CARGILL	BOMBAY	JUNE 1/15	JUNE 15
7		MASTER NICOS	12000/12600	CARGILL	CALCUTTA/CP	JUNE 2/16	MAY 31
8		ST JOHN	20000-10	HARLIN	BOMBAY	JUNE 5/30	JUNE 26
9		MOSLAVINA	12000-5	CARGILL	CALCUTTA/CP	JUNE5/19	JUNE 9
10		LETO	19000-10	HARLIN	BOMBAY	JUNE 5/20	JULY 2
11		OCEANIC WAVE	10000-5	HARLIN	VIZAG/CAL	JUNE15/25	JUNE 15
12		OMNIUM FREIGHTER	12000-10	PRODUCERS	VIZAG/CAL	JUNE 15/25	JUNE 27
13		PORTLAND VICTORY(	10000-5	HARLIN	VIZAG/CAL	JUNE 15/30	JUNE 28
14		RIDGEFIELD VICTORY	1000-5	BARTLETT	MADRAS/CAL	JUNE 15/27	JUNE 22
15		SENECA	10000-5	HARLIN	MADRAS/CAL	JUNE 15/20	JUNE 19
16		SMITH EXPLORER	10000-5	BARTLETT	NAVLAHKI	JUNE 15/25	JUNE 17
17		SMITH PILOT	10000-5	CARGILL	MADRAS/CAL	JUNE 10/25	JUNE 10
18		THUNDERHEAD	10000-5	CARGILL	VIZAG/CAL	JUNE 12/25	JUNE 22
19		VOLUSIA	12000-10	PRODUCERS	MADRAS/CAL	JUNE 12/5	JUNE 24
20		CHLORE	20000-10	CARGILL	KANDLA	JUNE 10/20	JUNE 25
21		COTTONWOOD CREEK	14000-5	CONTINENTAL	KANDLA	JUNE 10/25	JUNE 12
22		FORT HOSKIN	20000-10	GARNAC	BOMBAY	JUNE 10/25	JUNE 10
23		YANGOS	9500-5	HARLIN	CALCUTTA/CP	JUNE1/15	MAY 21
24		TRANSERIE	17600-10	HARLIN	BOMBAY	JUNE 5/30	JULY 1
25		ALKOR	22000-10	CONTINENTAL	CALCUTTA/CP	JUNE 10/30	JUNE 25
26		ANGELA II	11450-10	CARGILL	CALCUTTA/CP	JUNE 5/30	JUNE 30
27	NORTH PACIFIC						
28		JEFFERSON CITY VICTORY	10000-5	CARGILL	BHAVNAGAR	JUNE 1/15	JUNE 10
29		PENELOPE	12000-5	CARGILL	CALCUTTA/CP	JUNE 5/25	JUNE 5
30		TRANSHARTFORD	15500-5	CARGILL	BOMBAY	JUNE 5/20	JUNE 12
31		VIRGINIA TRADER	12700-5 2800-5	PRODUCERS ARCHER-DAN	KANDLA	JUNE 5/20	JUNE 18
32	CANADIAN PACIFIC						
33		CHLOE	19322.5	CONTINENTAL	BOMBAY	JUNE 10/25	JUNE 20
34							
35							

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

⑥ LOADPORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑫ RECD DOCS	M.R.	BILLING	⑬ FILE NO	
HOUSTON	JUNE 2	JUNE 5	JUNE 8	10650	JULY20	JUNE 22	JUNE18	JUNE 22	58-2188	1
BEAUMONT	JUNE 29	JULY 7	JULY 8	12100	AUG 8	JULY 10	JULY 17	JULY 13	58-2218	2
HOUSTON	JUNE 11	JUNE 12	JUNE 13	10350	JULY 19	JUNE 22	JULY 30	JUNE 2	58-2172	3
HOUSTON	JUNE 5	JUNE 9	JUNE 11	9600	JULY 23	JUNE 22	JUNE 25	JUNE 22	58-2186	4
HOUSTON	JUNE25	JUNE 24	JUNE 26	12055.584	JULY 26	JULY 9	JULY 9	JUNE 16	58-2213	5
PORTARTHUR	JUNE 17	JUNE 26	JUNE 29	18600	AUG 2	JULY 1	JULY 14	JUNE 16	58-2182	6
PORT ARTHUR	JUNE 1	JUNE 8	JUNE 9	12600	JULY 18	JUNE 12	JUNE 12	JUNE 9	58-2177	7
HOUSTON	JUNE 29	JUNE 28	JUNE 29	22000	AUG 10	JULY 6	JULY 16	JULY 6	58-2203	8
BATON ROUGE	JUNE 9	JUNE 10	JUNE 11	11825	JULY 12	JUNE 17	JUNE 22	JUNE 11	58-2178	9
HOUSTON	JULY 3	JULY 6	JULY 8	19002	AUG 8	JULY 16	JULY 17	JULY 16	58-2226	10
HOUSTON	JUNE 16	JUNE 18	JUNE 19	10000	JULY 22	JUNE 26	JULY 6	JUNE 26	58-2193	11
CORPUSCHRISTI	JUNE 29	JUNE 29	JUNE 30	11700	AUG 19	JULY 7	JULY 9	JULY 7	58-2208	12
HOUSTON	JUNE 29	JUNE28	JUNE 29	10044.643	AUG 1	JULY 6	JULY 9	JULY 6	58-2202	13
BEAUMONT	JUNE 23	JUNE 27	JUNE 27	10200	AUG 3	JULY 6	JULY 9	JULY 6	58-2204	14
HOUSTON	JUNE 20	JUNE 23	JUNE 25	9900	JULY 25	JUNE29	JULY 14	JUNE 29	58-2195	15
BEAUMONT	JUNE 18	JUNE 20	JUNE 22	10200	JULY 30	JUNE24	JUNE 30	JUNE 24	58-2190	16
HOUSTON	JUNE 12	JUNE 16	JUNE 18	10205.36	JULY 18	JUNE 22	JUNE 30	JUNE 22	58-2185	17
HOUSTON	JUNE 23	JUNE 25	JUNE 30	10000	JULY 30	JULY 6	JULY 9	JULY 6	58-2205	18
CORPUSCHRISTI	JUNE 25	JUNE 25	JUNE 27	12551.785	AUG 30	JULY 1	JULY 9	JULY 1	58-2198	19
BEAUMONT	JUNE 15	JUNE 22	JUNE 24	22000	JULY 23	JUNE 29	JULY 6	JUNE 29	58-2197	20
GALVESTON	JUNE 18	JUNE 18	JUNE 20	14350	JULY 20	JUNE 25	JUNE 30	JUNE 25	58-2191	21
HOUSTON	JUNE 9	JUNE 14	JUNE 16	22000	JULY 17	JUNE 22	JUNE 22	JUNE 22	58-2183	22
HOUSTON	MAY 25	MAY 29	JUNE 2	9431.25	JULY 20	JUNE 8	JUNE 16	JUNE 8	58-2176	23
HOUSTON	JULY 2	JULY 1	JULY 3	16050	AUG 5	JULY 18	JULY 17	JULY 13	58-2221	24
HOUSTON	JUNE 26	JUNE 28	JULY 2	12595	AUG 6	JULY 10	JULY 9	JULY 10	58-2215	25
HOUSTON	JUNE 30	JUNE 30	JULY 3	9250	AUG 21	JULY 13	JULY 16	JULY 13	58-2220	26
										27
SEATTLE	JUNE 12	JUNE 13	JUNE 15	9706.25	JULY 10	JUNE 22	JUNE 30		58-2184	28
VANCOUVER PORTLAND	JUNE 5	JUNE 10	JUNE 9	12600	JULY 16	JUNE 24	JUNE25	JUNE 25	58-2189	29
PORTLAND	JUNE 16	JUNE 16	JUNE 23	15500.383	JULY23	JUNE 29	JULY 9		58-2196	30
KALAMA	JUNE 18	JUNE 19	JUNE 24	15986.2	JULY 24	JUNE29	JUNE 30		58-2194	31
										32
VANCOUVER	JUNE 22	JUNE 22	JUNE 29	19322.5	AUG 4	JULY 2			58-2210	33
										34
										35

45-103 EYE EASE 45-461 20/20 BUFF

	U.S GULF STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	CAPE COD	9000-5	HARLIN	MADRAS/CAL	MAY 1/15	MAY 1
2	EVIBELLE	9500-5	HARLIN	NAVLAKHI	MAY 1/15	APRIL 30
3	FRESNO CITY	9500-5	CONTINENTAL	CALCUTTA/CP	MAY 1/23	MAY 1
4	JOHN WEYERHAEUSER	10000-5	CONTINENTAL	MADRAS/CAL	MAY 1/15	MAY 5
5	OCEANIC	12000-5	CONTINENTAL	VIZAG/CAL	MAY 1/15	MAY 1
6	PENN SAILOR	12000-5	PRODUCERS	KANDLA	MAY 1/15	MAY 11
7	PENN SAILOR	7000-5	HARLIN	"	"	"
8	RANGER	10000-5	BARTLETT	CALCUTTA/CP	MAY 5/23	MAY 7
9	SANTA EMILIA'	10000-5	HARLIN	VIZAG/CAL	MAY 1/15	MAY 11
10	SMITH TOURIST	10000-5	GARNAC	MADRAS/CAL	MAY 5/15	MAY 4
11	STORHEIM	18000-10	CONTINENTAL	BOMBAY	MAY 1/15	APRIL 30
12	MIDLAND	16000-5	CARGILL	KANDLA	MAY 1/15	MAY 2
13	WASHINGTON TRADER	16000-5	CONTINENTAL	BOMBAY	MAY 1/20	MAY 18
14	PEARL HAVEN	19000-5	HARLIN	CALCUTTA/CP	MAY 1/24	MAY 22
15	LEIKANGER	19000-5	HARLIN	BOMBAY	MAY 5/30	MAY 11
16	MARLENA	21000-10	HARLIN	BOMBAY	MAY 5/30	MAY 11
17						
18	NORTH PACIFIC					
19	AMSTELMOLEN	11450-10	PRODUCERS	CALCUTTA/CP	MAY 1/25	MAY 5
20	CONTESSA	18000-5	CARGILL	BOMBAY	MAY 15/30	MAY 20
21	ELAINE	11400-5	PEAVEY	MADRAS/CAL	MAY 14/29	MAY 17
22	FRANCO ZETA	12000-12800	PRODUCERS	CALCUTTA/CP	MAY 1/20	MAY 5
23	GRANEFORS	11000-5	CONTINENTAL	BHAVNAGAR	MAY 1/20	MAY 15
24	HOUSTON CITY	12800/13450	PRODUCERS	CALCUTTA/CP	MAY 1/23	MAY 6
25	PENN CARRIER	15500-5	CARGILL	KANDLA	MAY 10/25	MAY 13
26	POINT MONTARA	15500-5	CARGILL	BOMBAY	MAY 1/15	MAY 6
27	RAINBOW	12000-5	PRODUCERS	VIZAG/CAL	MAY 15/25	MAY 18
28	ROMANO	17000-10	ARCHER-DAN	BOMBAY	MAY 5/30	MAY 30
29	TRUSTCO	16000-5	CARGILL	BOMBAY	MAY 10/31	MAY 23
30	WILDERNESS	12000-5	TOSHOKU	MADRAS/CAL	MAY 10/23	MAY 17
31	MASTER STELIOS	12000-5	CARGILL	CALCUTTA/CP	MAY 1/15	APRIL 25
32	MICHAEL C	10000-5	ARCHER-DAN	CALCUTTA/CP	MAY20/JUNE5	MAY 20
33	MARINIRI	9750-5	CARGILL	CALCUTTA/CP	MAY28/JUNE6	MAY 30
34						
35						

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

⑥ LOADPORT	⑦ TENDER	⑧ STARTED	⑨ SAILED	⑩ TONNAGE LOADED	⑪ ETA	⑫ RECDDOCS	M.R.	BILLING	FILE NO	
HOUSTON	MAY 5	MAY 5	MAY 6	8825	JUNE10	JUNE15	JUNE 15	MAY 15	58-2152	1
HOUSTON	APR 30	MAY 1	MAY 2	10300	JUNE16	MAY 11	MAY 13	MAY 11	58-2146	2
HOUSTON	MAY 2	MAY 8	MAY 9	9600	JUNE26	MAY 12	MAY 19	MAY 5	58-2136	3
NEWORLEANS	MAY 6	MAY 6	MAY 7	9964.285	JUNE15	JUNE13	MAY 19	JUNE 13	58-2149	4
GALVESTON	APR 30	MAY 5	MAY 8	12060	JUNE27	JUNE11	MAY 14	MAY 11	58-2145	5
HOUSTON	MAY 13	MAY 13	MAY 14	12346.434	JUNE13	MAY 20	JUNE 2	MAY 20	58-2161	6
HOUSTON	"	"	MAY 14	7350	"	"	"	"	58-2161	7
DESTREHAN	MAY 8	MAY 18	MAY 19	10366.07	JUNE 1	MAY 21	MAY 27	MAY 21	58-2135	8
HOUSTON	MAY 11	MAY 12	MAY 13	9901.785	JUNE 18	MAY 18	MAY 26	MAY 18	58-2157	9
DESTREHAN	MAY 5	MAY 15	MAY 15	10250.	JUNE 17	MAY 25	MAY 26	MAY 25	58-2163	10
HOUSTON	APR 30	MAY 8	MAY 13	17359.8	JUNE15	MAY 18	MAY 21	MAY 18	58-2156	11
BATONROUGE	MAY 4	MAY 4	MAY 5	15850	JUNE 7	MAY 12	MAY 19	MAY 12	58-2148	12
HOUSTON	MAY 19	MAY 21	MAY 23	16266.722	JUNE 24	MAY 28	JUNE 2	MAY 28	58-2170	13
HOUSTON	MAY 25	MAY 26	MAY 28	12250	JULY 4	JUNE 2	JUNE 2	JUNE 2	58-2175	14
HOUSTON	MAY 16	MAY 18	MAY 19	18750	JUNE11	MAY 21	MAY 27	MAY 21	58-2164	15
NEWORLEANS	MAY 15	MAY 18	MAY 21	22000	JUNE 27	MAY 28	JUNE 2	MAY 22	58-2162	16
										17
										18
KALAMA	MAY 5	MAY 6	MAY 8	11900	JUNE 8	MAY 18	MAY 19	MAY 7	58-2140	19
PORTLAND	MAY 22	MAY 24	JUNE 6	18000	JULY 4	JUNE15	JUNE 16	JUNE 15	58-2181	20
KALAMA	MAY 18	MAY 23	MAY 27	10785	JULY 8	JUNE 4	JUNE 5		58-2173	21
KALAMA	MAY 7	MAY 13	MAY 15	12550	JUNE 12	MAY 20	MAY 25	MAY 21	58-2159	22
LONGVIEW	MAY 13	MAY 13	MAY 16	11020	JUNE 17	MAY 20	MAY 21	MAY 21	58-2160	23
KALAMA	MAY 6	MAY 9	MAY 12	13450	JUNE 6	MAY 15	MAY 19	MAY 15	58-2151	24
VANCOUVER	MAY 13	MAY 18	MAY 20	15700	JUNE18	MAY 27	JUNE16		58-2168	25
SEATTLE	MAY 12	MAY 14	MAY 17	15892.856	JUNE 16	MAY 25	MAY 27		58-2165	26
KALAMA	MAY 19	MAY 20	MAY 22	12150	JULY 6	MAY 27	JUNE 2		58-2169	27
KALAMA	MAY 31	JUNE 3	JUNE 8	15800	JULY 6	JUNE 15	JUNE 16	JUNE 11	58-2179	28
KALAMA PORTLAND	JUNE 6	JUNE 6	JUNE 11	15600	JULY 11	JUNE 15	JUNE 30	JUNE 15	58-2182	29
VANCOUVER PORTLAND	MAY 20	MAY 20	MAY 23	12300.2	JULY 6	MAY 27	JUNE 2		58-2167	30
PORTLAND	APRIL 27	MAY 1	MAY 1	12431.25	MAY 25	MAY 15	MAY 13	MAY 15	58-2150	31
KALAMA	MAY 25	MAY 25	MAY 27	10312.1429	JUNE 28	JUNE 5	JUNE 5	JUNE 8	58-2174	32
PORTLAND	JUNE 1	JUNE 3	JUNE 8	2800	JULY15	JUNE 15	JUNE 30	JUNE 15	58-2190	33
										34
										35

APRIL 1964
WHEAT

45 163 EYE EASE 45 463 20/20 BUFF

	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	LO
	AGHIA MARINE	10200-5	CARGILL	CALCUTTA/CP	APRIL 10/30	APRIL 12	PO
	ALMY VICTORY	10000-5	CARGILL	VIZAG/CAL	APRIL 7/22	APRIL 8	PO
	AMERICAN ORIOLE	11000-10	DREYFUS	MADRAS/CAL	APRIL 15/30	APRIL 18	PA
1	ATREO	11300-5	BARTLETT	CALCUTTA/CP	APRIL 6/30	APRIL 14	DE
2	DONA RITA	10400/11000	HARLIN	CALCUTTA/CP	APRIL 5/15	APRIL 10	HO
3	HUDSON	13700-5	CONTINENTAL	VIZAG/CAL	APRIL 15/30	APRIL 24	GA
4	DUVAL	12000-5	GARNAC	MADRAS/CAL	APRIL 5/25	APRIL 17	DE
5	ELWELL	10500-10	CONTINENTAL	MADRAS/CAL	APRIL 5/30	APRIL 23	HO
6	EVICYNTHIA	10000-5	CONTINENTAL	MADRAS/CAL	APRIL 1/15	APRIL 3	GA
7	KATE MAERSK	17000-10	CONTINENTAL	BOMBAY	APRIL 10/25	APRIL 11	GA
8	MARIANA	20000-10	CARGILL	BOMBAY	MAR 5/25	APRIL 3	PO
9	NOSTOS	20000-10	HARLIN	BOMBAY	APRIL 1/20	APRIL 14	BE
10	OKEANIS	9500-5	CARGILL	BHAVNAGAR	APRIL 3/29	APRIL 12	CO
11	PANTHER	20000-10	BARTLETT	BOMBAY	APRIL 10/25	APRIL 20	DE
12	OTTERBURN	12000-5	BUNGE	CALCUTTA/CP	APRIL 15/30	APRIL 27	DE
13	PENN TRANSPORTER	13700-10	GARNAC	KANDLA	APRIL 10/25	APRIL 17	DE
14	PLEIONE	18000-10	HARLIN	BOMBAY	APRIL 1/25	APRIL 14	HO
15	PORTLAND VICTORY	10000-5	CARGILL	MADRAS/CAL	APRIL 1/15	APRIL 3	PO
16	ST MATHEW	20000-10	CONTINENTAL	BOMBAY	APRIL 1/15	APRIL 10	HO
17	ST THOMAS	16000-10	BARTLETT	BOMBAY	APRIL 15/30	APRIL 30	NE
18	SMITH ADVENTURER	10000-10	GARNAC	VIZAG/CAL	APRIL 10/25	APRIL 14	DE
19	SMITH BUILDER	10000-5	BARTLETT	MADRAS/CAL	APRIL 10/25	APRIL 16	DE
20	SMITH DEFENDER	10000-5	CARGILL	VIZAG/CAL	APRIL 8/23	APRIL 15	PO
21	SMITH VOYAGER	10000-5	BARTLETT	VIZAG/CAL	APRIL 10/25	APRIL 15	DE
22	SOUVRETTA	20000-10	HARLIN	KANDLA	APRIL 10/30	APRIL 28	DE
23	ARK	17000-10	CARGILL	BOMBAY	APRIL 20/30	APRIL 15	PO
24	TRANSORLEANS	17400-10	CARGILL	BOMBAY	APRIL 5/30	APRIL 13	PO
25	TRANSYORK	11500-5	BUNGE	MADRAS/CAL	APRIL 6/21	APRIL 6	CO
26	WORLD RELIANCE	20000-10	CONTINENTAL	BOMBAY	APRIL 5/25	APRIL 23	GA
27	DIONE	18000-10	CARGILL	KANDLA	APRIL 1/25	APRIL 5	PO
28	SMITH LEADER	10000-5	CONTINENTAL	MADRAS/CAL	APRIL 10/25	APRIL 22	GA
29	WINDSOR VICTORY	10000-5	CONTINENTAL	VIZAG/CAL	APRIL 16/30	APRIL 26	NE
30	ISAAC MANN	10000-5	CONTINENTAL	MADRAS/CAL	APRIL 20/30	APRIL 22	HO
31	NORTH PACIFIC						
32	EVILIZ	11400-5	ARCHER-DAN	MADRAS/CAL	APRIL 15/30	APRIL 17	VA
33	JOHN C	9500-5	CARGILL	VIZAG/CAL	APRIL 10/25	APRIL 12	SU
34	PUEBLO	15000-5	CARGILL	BOMBAY	APRIL 11/25	APRIL 18	TO
35	TRANSHUDSON	15500-5	CARGILL	BOMBAY	APRIL 10/25	APRIL 9	SU

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

LOADPORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	REC'D DOCS	M.R.	FILE BILLING NO	
PORTARTHUR	APRIL 13	APRIL 13	APRIL 15	10700	MAY 21	APR 17	APRIL29	APR 18	58-2096	1
PORTARTHUR	APRIL 9	APRIL 11	APRIL 12	10200	MAY 14	APR 15	APR 22	APR 15	58-2108	2
PASCAGOULA	APRIL 20	APRIL 22	APRIL 23	11941.116	MAY23	APR 30	APR 29	APR 30	58-2134	3
ESTREHAN	APRIL 14	APRIL 15	APR 16	11685.267	MAY10	APR 21	APR 27	APR 8	58-2097	4
HOUSTON	APRIL 11	APRIL 14	APRIL 16	10392.883	MAY 24	APR23	APR 29	APR 23	58-2123	5
GALVESTON	APRIL 25	APRIL 28	APRIL 29	14385	JUNE 5	MAY 4	MAY 12	MAY 4	58-2137	6
ESTREHAN	APRIL 18	APRIL 27	APRIL 28	12428.571	JUNE7	MAY 6	MAY 6	MAY 7	58-2138	7
HOUSTON	APRIL 27	APRIL 30	MAY 5	10639.42	JUNE 7	MAY 15	MAY 12	MAY 15	58-2155	8
GALVESTON	APRIL 6	APRIL 6	APRIL 7	10300	MAY 26	APR 13	APR 15	APR 13	58-2104	9
GALVESTON	APRIL 13	APRIL 14	APRIL 16	18570	MAY 16	APR 20	APR 27	APR 17	58-2112	10
PORTARTHUR	APRIL 5	APRIL 6	APRIL 8	22000	MAY 14	APR 13	APR 20	APR 13	58-2098	11
BEAUMONT	APRIL 15	APRIL 15	APRIL 17	19070	MAY 15	APR 22	APR 30	APR 22	58-2118	12
CORPUSCHRISTI	APRIL 14	APRIL 14	APRIL 15	9415.179	MAY 28	APR 17	APR 27	APR 13	58-2105	13
ESTREHAN	APRIL 21	MAY 6	MAY 7	22000	JUNE 13	MAY 11	MAY 12	APR 28	58-2133	14
ESTREHAN	APRIL 27	MAY 1	MAY 1	12500	JUNE 4	MAY 6	MAY 12	APR 28	58-2132	15
ESTREHAN	APRIL 17	MAY 1	MAY 2	14833.928	JUNE2	MAY 8	MAY 12	MAY 8	58-2143	16
HOUSTON	APRIL 18	APRIL 20	APRIL 22	18535.714	MAY 20	MAY 28	MAY 5	MAY 28	58-2129	17
PORTARTHUR	APRIL 3	APRIL 4	APRIL 5	10000	MAY 7	APR 8	ORIG. B/L EXCH. IN WASH.	APRIL 8	58-2095	18
HOUSTON	APRIL 14	APRIL 16	APRIL 23	22000	JUNE 3	APR 28	MAY 5	APR 28	58-2130	19
NEWORLEANS	APRIL 30	MAY 12	MAY 14	15225	JUNE13	MAY 20	JUNE 2	APR 23	58-2121	20
ESTREHAN	APRIL 15	APRIL 16	APRIL 17	10205.375	MAY13	APR 24	APRIL 29	APR 24	58-2124	21
ESTREHAN	APRIL 16	APRIL 21	APRIL 22	10151.85	MAY 21	APR 28	MAY 5	MAY 4	58-2128	22
PORTARTHUR	APRIL 15	APRIL 15	APRIL 17	10200	MAY 19	APR20	APR 29	APR 20	58-2114	23
ESTREHAN	APRIL 15	APRIL 20	APR 21	10138.392	MAY 19	APR28	APR 29	APR 28	58-2131	24
ESTREHAN	APRIL 28	MAY 8	MAY 9	22000	JUNE15	MAY 15	MAY 20	APR 24	58-2126	25
PORTARTHUR	APRIL 29	MAY 1	MAY 6	15800	JUNE 6	MAY 8	MAY 18	MAY 7	58-2139	26
PORTARTHUR	APRIL 16	APRIL 17	APRIL 18	16200	MAY 27	APR 22	APR 29	APR 22	58-2119	27
CORPUSCHRISTI	APRIL 6	APRIL 6	APR 7	12073	MAY 8	APR 10	APR 20	APR 10	58-2102	28
GALVESTON	APRIL 25	APRIL 30	MAY 2	21750	JUNE 2	MAY 15	MAY 12	APR 23	58-2120	29
PORTARTHUR	APRIL 2	APRIL 2	APR 4	18806.786	MAY 3	APR 8	APR 15	APR 6	58-2092	30
GALVESTON	APRIL 27	MAY 2	MAY 5	10250	JUNE 3	MAY 8	MAY 13	MAY 8	58-2142	31
NEWORLEANS	MAY 4	MAY 4	MAY 5	10300	JUNE 16	MAY 11	MAY 13	MAY 11	58-2147	32
HOUSTON	APRIL 29	MAY 3	MAY 7	10285	JUNE 9	MAY 15	MAY 19	MAY 15	58-2153	33
										34
VANCOUVER	APRIL 21	APRIL 23	APRIL 28	11970	JUNE 6	MAY 11	MAY 5		58-2144	35
SEATTLE	APRIL 13	APRIL 13	APRIL 15	9294.643	MAY15	APR 20	APR 27		58-2115	36
PORTLAND	APRIL 11	APRIL 13	APRIL 19	15700	MAY 16	APR 24	APR 27		58-2125	37
SEATTLE	APRIL 10	APRIL 10	APRIL 13	15970.536	may14	apr 14	apr 22		58-2111	38

WHEAT MARCH 196

			①	②	③	④	⑤	
	U.S.GULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA	
LT C	NAVCOT	✓ ALKAID N	20000-10	HARLIN	BOMBAY	MAR 5/25	MAR ~~23~~ 28	
	AMER.FOR	· AMERICAN ROBIN	11000	HARLIN	MADRAS/CAL	MAR 13/28	MAR ~~13~~ 15	
		CLARE HUGO STINNES F	12000-5	CONTINENTAL	VIZAG/CAL	MAR 4/20	MAR ~~4~~ 7/10	
	GARNAC	· CRUZEIRO DO SUL F	12000-5	HARLIN	VIZAG/CAL	MAR 2/25	NAR ~~3~~ 8	
	BOYD WEIR	✓ DOCTOR G. LEMOS F	10000-5	DREYFUS	Per C/P VIZAG/CAL	MAR 10/31	APRI ~~MAR 28~~ 1	
	HUDSON WATERWAYS	✓ TRANSINDIA	20000-10	GARNAC	BOMBAY	MAR 1/25	MAR ~~10~~ 29	
	GLOBAL BULK TRANSP	· KING CITY N	8500-5	PRODUCERS	NAVLAKHI	MAR 5/31	MAR ~~5/10~~	
LT	HUDSON WATERWAYS	· ORANUS ~~EUSTATIA~~ F	15500-5 ~~20000-10~~	HARLIN	BOMBAY	MAR 5/30	MAR ~~1~~ 6	
		ST.MATTHEW	MINAY 20000/12000	HARLIN	~~MANDLA~~ BOMBAY	MAR 5/25	APRIL ~~2~~ 8/10	
	~~HUDSON WATERWAYS~~							
	HUDSON WATERWAYS	· MINOAN	19800-5	DREYFUS	KANDLA	MAR 5/25	MAR 8	
	BLID.ROTH.	✓ NORWALK N	12000-5	BUNGE	MADRAS/CAL	MAR 15/31	MAR ~~15~~ 18	
	GARRETT FULLER	RENAMED RIDGEFIELD · OREGON-VICTORY	10000-5	HARLIN	MADRAS/CAL	MAR 1/15	MAR ~~2~~ 12	
	PENINSULAR	✓ SENECA	10000-5	BUNGE	VIZAG/CAL	MAR 9/24	MAR 10	
	KERR	· SILVERBECK F	12000-5	DREYFUS	MADRAS/CAL	MAR 2/28	MAR ~~27~~ 12	
	E J SMITH	· SMITH PILOT	10000-5	HARLIN	VIZAG/CAL	MAR 2/15	MAR 2	
	REYNOMNIS	· VORI N	9700-5	PRODUCERS	BHAVNAGAR	MAR 2/25	MAR ~~5~~ 7/13	
	MERCURY MAR.	· TBS IOLCOS	18000-10	BUNGE	BOMBAY	MAR 1/31	MAR 1	
	"	✓ TBS ASTRAEA	18000-10	PRODUCERS	~~BOMBAY~~ KANDLA	MAR 5/31	MAR ~~15/20~~ 22	
	MARITIME OVERSEAS	· JEFFERSON CITY VICTORY OCEAN-DINNY A	10500-10	GARNAC	VIZAG/CAL	MAR 2/26	MAR ~~27~~ 1/3	
	A.L.BURBANK	· OCEANIC WAVE	9500-10	GARNAC	MADRAS/CAL	MAR 1/15	MAR 4 7	
	GARRETT FULLER	✓ PILOT ROCK N	10000-5	CONTINENTAL	MADRAS/CAL	MAR 16/31	MAR ~~25~~ 28	
	GARRETT FULLER	✓ WARM SPRINGS N	10000-5	CONTINENTAL	VIZAG/CAL	MAR 16/31	MAR ~~26~~ 18	
	NO.PAC.							
		✓ IONIAN MESSENGER	19000-5	ARCHER-DAN	BOMBAY	MAR 2/31	MAR 2/3	
	ELWELL	· THUNDERBIRD ~~[illegible]~~	10000-5	KERR	MADRAS/CAL	MAR 10/25	MAR 10	
	MARITIME OVERSEAS	✓ LENA LUCKENBACH	11000-5	DREYFUS	MADRAS/CAL	MAR 15/31	MAR ~~25~~ 27	

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

LOAD	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	M.R.	BILLING	FILE NO.
HOUSTON	MAR 30	MAR 30	MAR 31	22000	MAY 1	APR 3	APR 16	APR 6	58-2083
HOUSTON	MAR 16	MAR 18	MAR 19	12,120	APR 17	MAR 25	MAR 31	MAR 26	58-2083
HOUSTON	MAR 11	MAR 10	MAR 12	12,500	APR 17	MAR 19	MAR 23	MAR 20	58-2093
HOUSTON	MAR 10	MAR 10	MAR 13	11919.643	APR 18	MAR 19	MAR 25	MAR 3	58-2047
PASCAGOULA	APR 2	APR 2	APR 4	10299.991	MAY 7	APR 9	APR 13	MAR 25	58-2082
DESTREHAN	MAR 21	MAR 24	MAR 23	21642.8	APR 22	APR 1	APR 2	APR 2	58-2086
HOUSTON	MAR 16	MAR 18	MAR 19	9269.018	APR 24	MAR 30	MAR 30	MAR 6	58-2051
HOUSTON	MAR 9	MAR 10	MAR 11	15,500	APR 16	MAR 16	MAR 23	MAR 16	58-2067
PASCAGOULA	MAR 13	MAR 13	MAR 17	18611	APR 24	MAR 22	MAR 23	MAR 23	58-2069
DESTREHAN	MAR 20	MAR 25	MAR 26	12476	MAY 10	APR 1	APR 13 EXCH IN WASH.	APR 1	58-2084
HOUSTON	MAR 7	MAR 9	MAR 10	10015	APR 12	MAR 16		MAR 16	58-2063
DESTREHAN	MAR 11	MAR 16	MAR 17	10086.16	APR 19	MAR 23	APR 2	MAR 23	58-2076
PASCAGOULA	MAR 12	MAR 12	MAR 13	13150	APR 17	MAR 23	MAR 31	MAR 17	58-2068
HOUSTON	MAR 4	MAR 4	MAR 5	10,200	APR 5	MAR 11	MAR 23	MAR 11	58-2061
HOUSTON	MAR 10	MAR 11	MAR 13	9928.03	APR 24	MAR 19	MAR 20 23	MAR 20	58-2039
DESTREHAN	FEB 29	MAR 4	MAR 6	19350	MAR 31	MAR 11	MAR 20 CH	MAR 10	58-2056
HOUSTON	MAR 23	MAR 26	MAR 26	19 071.428	APR 28	APR 3	APR 6	MAR 20	58-2074
DESTREHAN	MAR 14	MAR 17	MAR 18	9734	APR 19	MAR 24	MAR 25	MAR 25	58-2077
DESTREHAN	MAR 10	MAR 10	MAR 11	10,021.873	APR 14	MAR 16	MAR 23	MAR 16	58-2066
HOUSTON	MAR 31	MAR 31	APR 1	10,250	MAY 18	APR 6	WASH EXCH.	APR 6	58-2054
HOUSTON	MAR 27	MAR 28	MAR 31	10,000	APR 30	APR 3	EXCH WASH	APR 3	58-2099
VANCOUVER	MAR 19	MAR 20	MAR 16	19410	APR 24	APR 6	APR 6		58-2053
PORTLAND	MAR 14	MAR 12	MAR 16	9955.2	APR 12	MAR 23	MAR 31		58-2078
PORTLAND	MAR 30	MAR 30	APR 3	11649.998	MAY 6	APR 10	APR 8		58-2103

WHEAT FEBRUARY

	USGULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	CARGO SHIPS & TANKERS	ALMA VICTORY	10000-S	CARGILL	MADRAS/CAL	FEB 1/15	~~FEB 1~~ JAN 29/2
2		AVENIR	14000-S	HARLIN	MADRAS/CAL.	FEB 3/24	FEB ~~4~~ 2[illegible]
3	MARINE MGRS	TRANS-HARTFORD HEDGE-HAVEN	16500-S	CARGILL	BOMBAY	FEB 14/29	FEB ~~14~~ 28/29
4	P D MARCHESSINI	EURYDICE	19200-S	HARLIN	KANDLA ~~BOMBAY~~	FEB 3/24	FEB ~~3~~ 4/6
5	CARGO SHIPS & TANKERS	WILDERNESS ~~GEMSTONE~~	12000-S	HARLIN	MADRAS/ CALCUTTA/CP	FEB 1/15	~~FEB 2~~ JAN 2[illegible]
6	HANSEN & TIDEMANN	HOLSWORTHY BEACON	11500-S	CARGILL	VIZAG/CAL	FEB 1/25	FEB 2
7	MIDWEST	WABASH ~~MARIANNE~~	~~11250-S~~ 12500-S	BUNGE	VIZAG/CAL CALCUTTA/CP	FEB 1/25 4/19	~~FEB 5~~ JAN [illegible]
8	SUWANNEE	OMNIUM FREIGHTER	11500-S	BUNGE	VIZAG/CAL	FEB 1/15	JAN 24 FEB 17
9	MARITIME OVERSEAS	CHATHAM OVERSEAS-JOYCE	10500-10	BARTLETT	MADRAS/CAL	FEB 3/28	[illegible]
10	LIVANOS	PEARLSEA	10800-S	CARGILL	MADRAS/CAL BHAVNAGAR	FEB 1/25	FEB ~~27~~ 7
11	CARGO SHIPS & TANKERS	RAINBOW	12000-S	CARGILL	VIZAG/CAL	FEB 1/15	JAN ~~26~~ 28/2
12		SAN MARTIN DE PORRES	15000-S	PRODUCERS	BOMBAY	FEB 3/28	FEB ~~27~~ 3 JAN 30
13	REYTHMNIS	SOFIA	9500-S	HARLIN	MADRAS/CAL BHAVNAGAR	FEB 1/25	~~FEB 19~~
14	REYTHMNIS	STAVROS	10000-S	HARLIN	VIZAG/CAL	FEB 5/25	FEB ~~19~~ 20
15	T T T	MARIANNE ~~WABASH~~	~~11250-S~~ 12000-S	BARTLETT	BHAVNAGAR ~~VIZAG/CAL~~	FEB 5/20	FEB 2 5
16	NAVCOT ~~BARNARS~~	GEMSTONE ~~WILDERNESS~~	12000-S	CARGILL	CALCUTTA/CP ~~MADRAS/CAL~~	FEB 1/15 20	~~FEB 1~~
17	NAVCOT	SILVERSTONE	11450-10	DREYFUS	VIZAG/CAL	FEB 9/29 MAR 7	~~FEB~~ MAR 4
18	DOWD	TROSICO	16000-S	BUNGE	BOMBAY	FEB 5/20	FEB 6
19		KOLLFINN	20000-10	CARGILL	KANDLA	FEB 5/25	FEB ~~20~~ 17
20	CENT AMER SS AGENCY INC	OLYMPIC MOUNTAIN	20000-10	CARGILL	BOMBAY	FEB 7/27	FEB ~~23~~
21							
22		ALKOR	20000-10	ARCHER-DAN	KANDLA	JAN 15/ FEB 5	FEB ~~27~~ 26
23	B. ROTHSCHILD J.V.GEORGELIS	A & J MID AMERICA	10000-S	MARUBENI	MADRAS/CAL	FEB 15/29	FEB ~~25~~ 25
24	DOWD	ZEPHYRHILLS ~~SEMITE~~	16000-S	MITSUI	BOMBAY	FEB 1/15	FEB 2 3
25		HAWAIIAN PLANTER	10000-10	TOSHOKU	KANDLA ~~BHAVNAGAR~~	FEB 1/15	FEB 3 JAN 30
26	S.S.Y.	HUDSON	12800-10	ARCHER-DAN	VIZAG/CAL	FEB 1/25	~~FEB 1~~ JAN 2
27		NASCO	19000-10	CARGILL	BOMBAY	FEB 20/29	MAR 2/3
28	BANK LINE	TAYBANK	13500-S	PRODUCERS	MADRAS/CAL	FEB 5/25	FEB ~~3~~ 6
29							
30							
31							
32							
33							
34							
35							

1964

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

LOAD POE	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	MR	BILLING	FILE NO
PORT ARTHUR	JAN 29	FEB 1	FEB 2	10100	MAR 1	FEB 4	FEB 12	FEB 5	58-2003
HOUSTON	FEB 3	FEB 4	FEB 5	14544.643	MAR 10	FEB 11	FEB 19	FEB 6	58-2009
PORT ARTHUR	MAR 12	MAR 13	MAR 15	16,000	APR 18	MAR 18	MAR 30	MAR 18	58-2017
HOUSTON	FEB 7	FEB 10	FEB 11	20160	MAR 11	FEB 17	FEB 24	FEB 17	58-2033
HOUSTON	JAN 25	JAN 25	JAN 26	12375	FEB 25	FEB 7	FEB 19	FEB 7	58-2014
PORT ARTHUR	FEB 3	FEB 13	FEB 14	11847.321	MAR 24	FEB 18	FEB 24	FEB 6	58-3007
30/31 DESTREHAN	FEB 1	FEB 4	FEB 5	12300	MAR 8	FEB 11	FEB 13	FEB 11	58-2026
DESTREHAN	FEB 1	FEB 3	FEB 4	11507.142	MAR 16	FEB 10	FEB 12	FEB 11	58-2011
NEW ORLEANS	FEB 15	FEB 26	FEB 29	9490.17	MAR 28	MAR 6	MAR 17	MAR 9	58-2053
PORT ARTHUR	FEB 10	FEB 14	FEB 15	10960	MAR 19	FEB 20	FEB 27	FEB 6	58-2006
PORT ARTHUR	JAN 30	FEB 2	FEB 3	12401.786	MAR 21	FEB 6	FEB 19	FEB 7	58-2013
HOUSTON	FEB 26	FEB 27	FEB 28	15180	MAR 31	MAR 13	MAR 18	MAR 13	58-2035
GALVESTON	FEB 3	FEB 3	FEB 5	9600	MAR 21	FEB 10	FEB 19	FEB 6	58-2010
BEAUMONT	FEB 19	FEB 19	FEB 25	10,150	APR 15	FEB 28	MAR 12	FEB 26	58-2024
NEW ORLEANS	FEB 7	FEB 21	FEB 24	11530	MAR 24	FEB 26	MAR 4	FEB 6	58-2008
BATON ROUGE	FEB 3	FEB 4	FEB 5	12,805	MAR 30	FEB 11	FEB 19	FEB 4	58-2001
CORPUS CHRISTI	JAN 27	MAR 7	MAR 8	12000	APR 13	MAR 12	MAR 17	MAR 11	58-2037
CORPUS CHRISTI	FEB 17	FEB 20	FEB 22	16339.28	MAR 23	FEB 25	MAR 4	FEB 25	58-2038
PORT ARTHUR	FEB 22	FEB 26	FEB 28	22000	MAR 31	MAR 3	MAR 17	MAR 3	58-2045
PORT ARTHUR	FEB 15	FEB 23	FEB 26	20,400	MAR 27	FEB 28	MAR 10	FEB 10	58-2019
TACOMA	FEB 26	FEB 28	MAR 3	22,000	APR 6	MAR 13	MAR 13	MAR 13	58-2069
VANCOUVER PORTLAND	FEB 28	FEB 28	MAR 2	9565	APR 11	MAR 4	MAR 20		58-2042
VANCOUVER	FEB 8	FEB 10	FEB 14	15650	MAR 14	FEB 21	FEB 27		58-2036
SEATTLE	FEB 3	FEB 3	FEB 6	10764.285	MAR 4	FEB 13	REL IN WASH.		58-2028
VANCOUVER	JAN 27	JAN 28	FEB 1	13900	MAR 1	FEB 10	FEB 11	[redacted]	58-2020
PORTLAND	MAY	MAR 6	MAR 10	18930	APR 11	MAR 16	MAR 23	MAR 16	58-2066
KALAMA	FEB 27	FEB 28	MAR 2	14665	MAR 30	MAR 4	MAR 10	MAR 3	58-2050

WHEAT JANUARY

	USGULF	STEAMER	TONNAGE	SUPPLIER	DISCHARGE	LAYDAYS	ETA
1	HARRISON TRADERS	INTNL NAV. - ALDINA	18000-5	CONTINENTAL	BOMBAY	JAN 16/31	JAN 30 31
2	AMER.FOR.	- AMERICAN ORIOLE	11000-10	CONTINENTAL	VIZAG/CAL	JAN 16/31	JAN 24
3	FE	- CONTINENTAL PIONEER	12000-5	CONTINENTAL	CALCUTTA/CP	JAN 10/31	JAN 16 KEY WEST
4	RETHYMNIS	- EMPORIOS	10000-5	CONTINENTAL	BHAVNAGAR	JAN 2/25	JAN 2
5	DORIC SHPG	- EVILIZ	11500-5	~~BUNGE~~ HARLIN	MADRAS/CAL	JAN 1/20	~~JAN 1~~
6	MARINE TANKERS	DOWD - MARORE	20000-10	CONTINENTAL	KANDLA	JAN 15/30	JAN 20
7	GLOBAL BULK	- ORIENT CITY	12800/13250	CONTINENTAL	CALCUTTA/CP	JAN 5/25	JAN 8
8	MARITIME OVERSEAS	- TADDEI VICTORY	10500-10	CONTINENTAL	MADRAS/CAL	JAN 6/31	JAN 9
9	WEST COAST	- PORTLAND VICTORY	10000-5	BUNGE	VIZAG/CAL	JAN 9/23	JAN 21
10	KEYSTONE	- PUEBLO	15500-10	BARTLETT	BOMBAY	JAN 10/25	JAN 22
11	E J SMITH	- SMITH DEFENDER	10000-5	BUNGE	VIZAG/CAL	JAN 9/25	JAN 15
12	"	- SMITH EXPLORER	10000-5	BUNGE	VIZAG/CAL	JAN 15/30	JAN 20
13	"	- SMITH TOURIST	10000-5	~~BUNGE~~ HARLIN	VIZAG/CAL	JAN 10/30	JAN 15
14		- ROTTE	12000-5	CONTINENTAL	CALCUTTA/CP	JAN 5/31	JAN 10
15	HUDSON WATERWAYS	- TRANSORIENT	20000-10	CONTINENTAL	BOMBAY	JAN 1/15	DEC 26
16	NO. AMER. NAV.	- WINDSOR VICTORY	10000-5	PRODUCERS	MADRAS/CAL	JAN 15/30	JAN 13
17	T DUTY	- DIONE	11400/12000	HARLIN	CALCUTTA/CP	JAN 2/25	DEC 27
18	MARINE TRANSP.	- WORLD RELIANCE	20000-10	CONTINENTAL	BOMBAY	JAN 10-31	JAN 8
19	C J SMITH	SMITH CAPER	10000-5	BUNGE HARLIN	MADRAS/CAL	JAN 6/20	JAN 6/7
20							
21							
22							
23							
24	NORAC						
25	WINCHESTER	HAWAIIAN CRAFTSMAN - ALNOR	10000-10	ARCHER-DAN	MADRAS/CAL	JAN 16/31	JAN 21
26		- CITY	10000-5	CONTINENTAL BUNGE	MADRAS/CAL	JAN 3/18	JAN 11
27	STARBOARD	- ELAINE	11500-5	CONTINENTAL	MADRAS/CAL	JAN 1/15	JAN 5
28		- EVIBELLE	10000-5	CONTINENTAL	BHAVNAGAR	JAN 1/15	JAN 2
29		- LEIKANGER	19500-10	ARCHER-DAN	BOMBAY	JAN 5/30	JAN 29
30	G M LIVANOS	PEARLBEACH	11800/12300	DREYFUS	CALCUTTA/CP	JAN 2/20 FEB 3	DEC 17/18 FEB 1
31	SUWANEE	- VOLUSIA	11500-5	DREYFUS	MADRAS/CAL	JAN 15/30	JAN 30
32	WINCHESTER	HAWAIIAN PACKER	10000-10	ARCHER-DAN	VIZAG/CAL	JAN 16/31	JAN 21
33							
34							

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 3

LOAD PORT	TENDER	STARTED	SAILED	TONNAGE LOADED	ETA	RECD DOCS	MR	BILLING	FILE NO.
~~HOUSTON~~ GALVESTON		FEB 1	FEB 3	18425	MAR 4	FEB 7	FEB 11	FEB 7	58-2015
~~GALVESTON~~	FEB 3								
GALVESTON	JAN 27	JAN 27	JAN 28	12100	MAR 4	FEB 3	FEB 5	FEB 3	58-2000
NEW ORLEANS	JAN 27	JAN 30	JAN 31	12550	MAR 8	FEB 5	FEB 17	JAN 30	58-1997
GALVESTON	JAN 2	JAN 3	JAN 4	10,100	FEB 18	JAN 8	JAN 16	JAN 8	58-1957
HOUSTON	JAN 3	JAN 4	JAN 6	11,600	FEB 22	JAN 10	JAN 24	JAN 10	58-1962
HOUSTON	JAN 25	JAN 26	JAN 29	22,000	FEB 29	FEB 4	FEB 5	FEB 4	58-2002
GALVESTON	JAN 8	JAN 9	JAN 10	13150	FEB 13	JAN 16	JAN 23	JAN 16	58-1971
~~HOUSTON~~ ~~GALVESTON~~	JAN 11	JAN 13	JAN 14	10.000	FEB 20	JAN 22	JAN 23	JAN 22	58-1982
					FEB 21	JAN 27	JAN 23	JAN 27	58-1990
DESTREHAN	JAN 10	JAN 14	JAN 16	10000					
NEW ORLEANS	JAN 10	JAN 30	JAN 31	15659.286	MAR 1	FEB 5	FEB 12	FEB 5	58-2011
~~DESTREHAN~~ ~~HOUSTON~~	JAN 17	JAN 20	JAN 21	10200	FEB 27	JAN 24	JAN 31	JAN 24	58-1986
DESTREHAN	JAN 17	JAN 19	JAN 20	10200	FEB 26	JAN 24	JAN 29	JAN 24	58-1987
NEW ORLEANS DESTREHAN	JAN 26	FEB 17	FEB 19	10299	MAR 25	FEB 26	FEB 28	FEB 26	58-2049
NEW ORLEANS	JAN 24	JAN 28	JAN 29	11500	MAR 3	FEB 5	FEB 6	JAN 30	58-1996
HOUSTON	DEC 31	JAN 6	JAN 10	21,812	FEB 8	JAN 22	JAN 23	JAN 15	58-1973
HOUSTON	JAN 16	JAN 16	JAN 19	10,200	FEB 19	JAN 24	FEB 3	JAN 24	58-1983
GALVESTON	JAN 2	JAN 2	JAN 4	11700	FEB 9	JAN 13	JAN 24	JAN 13	58-1966
~~HOUSTON~~ GALVESTON	JAN 23	JAN 23	JAN 25	21700	FEB 20	JAN 29	FEB 5	JAN 29	58-1993
DESTREHAN ~~NEW ORLEANS~~	JAN 10	JAN 11	JAN 14	10050	FEB 1	JAN 30	JAN 22	JAN 20	58-1995
									21
									22
									23
									24
TACOMA	JAN 25	JAN 27	JAN 30	10732.1429	FEB 25	FEB 3	EXCH WASH		58-1999
PORTLAND									58-1993
LONGVIEW	JAN 17	JAN 18	JAN 22	9700	FEB 9	JAN 29	FEB 3		58-1981
VANCOUVER	JAN 11	JAN 13	FEB 17	11469.96	FEB 20	JAN 22	JAN 29		58-1989
PORTLAND									
KALAMA	JAN 4	JAN 7	JAN 13	10260	FEB 28	JAN 22	JAN 23	JAN 22	58-2025
TACOMA	JAN 31	JAN 31	FEB 4	18432.1428	MAR 3	FEB 6	FEB 12 ORIG REC'D	FEB 5	58-2028
PORTLAND	DEC 18	DEC 19	DEC 29	11847.308	FEB	JAN 7	JAN 16	JAN 7	58-1948
PORTLAND	FEB 6	FEB 5	FEB 8	11460	MAR 10	FEB 12	FEB 24 EXCH WASH		58-2028
					FEB 25				
VANCOUVER	JAN 22	JAN 23	JAN 26	10150	MAR 2	FEB 3	FEB 3		58-1998
									23
									24

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5.

AMERICAN HULL INSURANCE SYNDICATE

Minutes of the Regular Monthly Meeting of the Board of Managers of the American Hull Insurance Syndicate, duly called and held at 99 John Street, in the City of New York, on Thursday, November 15, 1962, at 11:30 A.M.

Present	Represented by
The Aetna Casualty and Surety Company	Mr. T. F. Hamill
Atlantic Mutual Insurance Company	(Mr. M. F. York
	(Mr. F. N. Christopher
Bankers & Shippers Insurance Company	Mr. S. L. Braman
Boston Insurance Company	Mr. G. B. Oxford
Commercial Union Assurance Company	(Mr. J. C. Ulreich
	(Mr. H. T. Berggren
The Continental Insurance Company	Mr. J. Roberts
Eagle Star Insurance Company	Mr. J. T. Byrne
Federal Insurance Company	(Mr. W. R. Cherardi
	(Mr. W. J. Bradford
Fireman's Fund Insurance Company	(Mr. G. D. McCarthy
	(Mr. W. G. Perry
Great American Insurance Company	(Mr. E. A. Kratovil
	(Mr. R. F. Higgins
Hartford Fire Insurance Company	Mr. A. D. Haynes
The Home Insurance Company	Mr. R. L. Maxwell
Insurance Company of North America	(Mr. R. R. Dwelly
	(Mr. S. M. Seledee
Providence Washington Insurance Company	Mr. A. J. Schneider
The Reinsurance Corporation of New York	Mr. W. W. Cochran
Royal Insurance Company	Mr. G. H. Banyan
St. Paul Fire & Marine Insurance Co.	(Mr. H. Jackson
	(Mr. K. J. Creber
Standard Marine Insurance Company	Mr. P. H. Colgan
The Union Marine and General Insurance Co.	Mr. R. K. Smith
Westchester Fire Insurance Company	(Mr. W. R. McBean
	(Mr. R. A. Nietert

Also present: Messrs. Bolton, Brown, Coleman, Farnum, Gaman, Indorf, Keefe, Klahre, Vogel; Cornwell, Barnes, Dawson, Livingston, Luchman, Pettersen, Reed, Schumacher, Weyant and Mrs. Morris.

No Manager or Alternate was present from the following companies:-

Aetna Insurance Company
The Travelers Indemnity Company

The meeting was called to order by the Chairman.

The minutes of the regular monthly meeting of the Board held on October 18, 1962 and special meeting held on November 1, 1962, were approved, as circulated.

A.H.I.S.
November 15, 1962

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5

REPORT OF THE FINANCE COMMITTEE

The Chairman of the Finance Committee presented and read the following report -

The Committee held its usual monthly meeting and examined and passed -

The Cash Statement
and
The Financial and Underwriting Exhibit
} Both for the month of October.

The Committee examined the Statement of Uncollected Premiums and found it in satisfactory condition.

THE AMERICAN MARINE INSURANCE SYNDICATE FOR INSURANCE OF BUILDER'S RISKS SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $13,000. should be increased to $14,000. for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the American Marine Insurance Syndicate for Insurance of Builder's Risks.

TUGBOAT UNDERWRITING SYNDICATE SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $68,703. should be increased to $69,000. for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the Tugboat Underwriting Syndicate.

UNITED STATES SALVAGE ASSOCIATION SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $86,832. should be increased to $88,000. for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the United States Salvage Association, Inc.

A. H. I. S.
November 15, 1962

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5

AMERICAN MARINE INSURANCE CLEARING HOUSE SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $7,000. should remain unchanged for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the American Marine Insurance Clearing House.

AMERICAN INSTITUTE SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $13,000. should remain unchanged for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the American Institute.

NATIONAL CARGO BUREAU SERVICE CHARGE

The Treasurer informed the Committee that a review had been made of the expense allocations for the year 1962 to determine an equitable basis for assessing the various Syndicates and other organizations for services rendered by the American Hull Insurance Syndicate staff and other overhead expenses. This review indicates that the present charge of $15,000. should remain unchanged for 1963.

Your Committee recommends the above basis for assessment for the year 1963, subject, of course, to acceptance by the National Cargo Bureau.

RESERVE FOR LAY-UP RETURN PREMIUMS

The Treasurer reported that during the period November 1, 1961 to October 31, 1962, lay-up return premiums had been reported in the amount of $353,000. for which a reserve of $800,000. is being carried to meet this liability.

It is the recommendation of your Committee that the present reserve of $800,000. be continued as a reserve for lay-up return premiums as at November 30, 1962.

A. H. I. S.
November 15, 1962

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5

RESERVE FOR UNREPORTED LOSSES

DOMESTIC

The Committee considered a report submitted by the Treasurer which showed on the Domestic business the Incurred Unreported Losses for the period December 1, 1961 to October 31, 1962, in respect to accidents which occurred prior to December 1, 1961, amounts to $2,500,918. A reserve of $4,000,000. is being carried for this liability.

It is the feeling of your Committee that, in view of the experience during this period, the reserve now being carried should remain unchanged.

It is the recommendation of your Committee that an amount of $4,000,000. be carried as a reserve for Unreported Losses as of November 30, 1962.

FOREIGN

With regard to the Foreign Flag business, the Treasurer reported that the Incurred Unreported Losses for the period December 1, 1961 to October 31, 1962, amounted to $2,956,984. A reserve of $4,000,000. is being carried for this liability.

It is the feeling of your Committee that, in view of the experience during this period, the reserve now being carried should remain unchanged.

It is the recommendation of your Committee that an amount of $4,000,000. be carried as a reserve for Unreported Losses as of November 30, 1962.

GREAT LAKES

It is the recommendation of your Committee that a reserve of $100,000. be carried as a reserve for Unreported Losses as of November 30, 1962, which is the amount of the reserve for Unreported Losses presently being carried.

Motion was made, seconded and duly carried -

That the Report of the Finance Committee be accepted, placed on file and its recommendations carried out.

REPORT OF THE MEMBERSHIP COMMITTEE

The Chairman of the Membership Committee reported that there will be a Special Meeting of the Board of Managers on Thursday, November 29, 1962, for the purpose of giving consideration to certain matters relating to membership in the Syndicate and that a Notice of the Meeting would be going forward to the members of the Board.

A. H. I. S.
November 15, 1962

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5

REPORT OF THE MANAGER OF THE CLAIMS DEPARTMENT

APPROVAL OF PAYMENT OF CLAIMS IN EXCESS OF $100,000.

The Manager of the Claims Department referred to memorandum to the Board of Managers dated November 15, 1962, copy on table, outlining three major claims in excess of $100,000. (copy of this memorandum is appended).

Following a review of such claims by the Manager of the Claims Department -

Motion was made, seconded and duly carried -

That payment of these claims, as stated, be approved.

Re: CARIBBEAN BUNKERING PORTS

One member commented that there is apparently no supervision in bunkering ports such as Freeport in the Bahamas with respect to the draft of vessels after taking on fuel and water. Accordingly, it is believed that a number of vessels, already deeply laden with cargo on entering the bunkering port, were sailing below their marks. It was suggested that accidents following calls at Caribbean bunkering ports should be investigated carefully to determine whether such vessels were in overloaded condition before departure. The Chairman stated that the Claims Manager would attend to this.

MORTGAGEE COVER FOR WEST GERMAN LENDING INSTITUTIONS

The Chairman referred to letter dated November 9, 1962, sent to the members of the Board of Managers, enclosing copy of proposed Resolution which had been prepared by counsel and had been previously considered and approved by the Underwriting Committee which recommends its adoption. It was noted that the proposed Resolution is broader in scope and is intended to supersede the Resolution dealing with a specific offering which was adopted by the Board at the meeting held on April 26, 1962, and which is quoted on page 3 of the minutes of that meeting.

Motion was made, seconded and duly carried -

That the recommendation of the Underwriting Committee be approved and the following Resolution adopted:-

> RESOLVED, that the Board of Managers approve the issuance by the Syndicate, from time to time as may be requested by West German lending institutions, of a mortgage cover, in form approved by counsel, protecting such institutions against acts or omissions of the assureds named in the policies on hull and machinery (other than the lending institution) which preclude a recovery for a loss under such policies.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 5

A. H. I. S.
November 15, 1962.

INSURANCE COMPANY OF NORTH AMERICA
REPRESENTATION ON THE BOARD OF MANAGERS

The Chairman reported receipt of and read letter dated November 9, 1962, from Mr. H. W. Farnum, Vice-President of Insurance Company of North America, requesting that Mr. Stephen M. Seledee be recognized as the alternate of Mr. Robert R. Dwelly on the Board of Managers.

The Chairman advised that the Management Committee, acting as the Committee on Qualifications, had considered this request and recommends that the Board grant its approval.

Motion was made, seconded and duly carried -

That Mr. Stephen M. Seledee be recognized as the alternate of Mr. Robert R. Dwelly on the Board of Managers as the representative of the Insurance Company of North America.

Upon motion made, seconded and duly carried, the meeting adjourned.

B. A. Lemptow
Secretary

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 6.

AMERICAN HULL INSURANCE SYNDICATE

Minutes of the Regular Monthly meeting of the Board of Managers of the American Hull Insurance Syndicate, duly called and held at 99 John Street, in the City of New York, on Thursday, April 15, 1965, at 11:10 A.M.

Present	Represented by Manager	Alternate
The Aetna Casualty and Surety Company	T. F. Hamill	--
Aetna Insurance Company	D. A. Arnott	C. K. Bair
Atlantic Mutual Insurance Company	D. E. Taylor	F. N. Christopher
Bankers & Shippers Insurance Company	S. L. Bramon	--
Boston Insurance Company	J. E. Greene	--
Commercial Union Insurance Co. of N.Y.	J. C. Ulreich	H. T. Berggren
The Continental Insurance Company	J. B. Ricker	--
Eagle Star Insurance Company	--	C. E. Barry
Federal Insurance Company	W. R. Gherardi	W. J. Bradford
Fireman's Fund Insurance Company	G. D. McCarthy	--
Great American Insurance Company	--	D. C. Cox
Hartford Fire Insurance Company	--	W. I. Gay
The Home Insurance Company	R. L. Maxwell	--
Insurance Company of North America	R. R. Dwelly	S. M. Seledee
Providence Washington Insurance Company	--	A. J. Schneider
The Reinsurance Corporation of New York	W. W. Cochran	--
Royal Insurance Company	G. H. Bunyan	J. G. Romans
St. Paul Fire & Marine Insurance Company	H. Jackson	E. A. Kratovil
Standard Marine Insurance Company	F. E. Prince	--
Westchester Fire Insurance Company	W. R. McBean	R. A. Nietert

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 6

Also present: Mr. Farnum; Cornwell, Barnes, Cisler, Dawson, Livingston, Luehman, Pettersen, Reed, Schumacher and Mr. Lane of the Maritime Administration.

No Manager or Alternate was present from the following company:-

The Travelers Indemnity Company

The meeting was called to order by the Chairman.

The minutes of the Annual meeting of the Board of Managers of March 18, 1965 and special meeting of March 30, 1965, were approved, as circulated.

REPORT OF THE FINANCE COMMITTEE

The Chairman of the Finance Committee presented and read the following report:-

The Committee held its usual monthly meeting and examined and passed -

The Cash Statement
and
The Financial and Underwriting Exhibit

) Both for the
) month of
) March.

The Committee examined the Statement of Uncollected Premiums and found it in satisfactory condition.

Motion was made, seconded and duly carried -

That the Report of the Finance Committee be accepted and placed on file.

REPORT OF THE MANAGER OF THE CLAIMS DEPARTMENT

APPROVAL OF PAYMENT OF CLAIMS IN EXCESS OF $100,000.

The Manager of the Claims Department referred to memorandum to the Board of Managers dated April 15, 1965, copy on table, outlining three major claims in excess of $100,000. (copy of this memorandum is appended)

Motion was made, seconded and duly carried -

That payment of these claims, as stated, be approved.

Re: RETIREMENT OF MR. HENRY A. KLAHRE AS CHAIRMAN OF THE LOSS ADVISORY COMMITTEE

The Manager referred to the essential work of the Loss Advisory Committee and to the fact that Mr. Henry A. Klahre, who retired as its Chairman last month, had served in that position for at least twenty years. He expressed the feeling that the Board of Managers would wish to give recognition to Mr. Klahre's service which was of a very high calibre over a long period of years.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 6 A.H.I.S.
April 15, 1965

Motion was made, seconded and unanimously carried -

That an expression of appreciation and respect be extended to Mr. Henry A. Klahre for his able and valued assistance in the handling of claims matters, serving as Chairman of the Loss Advisory Committee for a period of at least twenty years.

Motion was further made, seconded and unanimously carried -

That a luncheon be arranged, under the auspices of the Management Committee, honoring Mr. Klahre, at which time the Board's sentiments may be expressed.

On motion made, seconded and duly carried the meeting adjourned.

S D Livingston

Secretary

April 15, 1965

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 6

To: Board of Managers

From: Claims Manager

CLAIMS EXCEEDING $100,000.

Since the March meeting, three cases have come before us for payment. These cases have been approved by the Loss Advisory Committee and at least three members of the Management Committee.

S.S. WATFORD TRADER
Fire in engine room
January 16, 1965
Amerind Shipping Corp.

Insured Value $850,000.
Syndicate Ppn. $459,000. (54%)

While this vessel was loading a fuel oil cargo and bunkering at Abadan, Iran, a serious fire broke out in the engine room and spread quickly through the entire after part of the ship. The fire was brought under control after about seven hours. Smaller secondary fires broke out during a period of another four hours. The living quarters, store rooms, electrical fittings and machinery space were damaged or destroyed. Following survey, repair specifications were prepared and tenders were invited from yards throughout the Mediterranean and Northern Europe. Meanwhile the ship was towed to Malta. Repair bids were received, the lowest being approximately $550,000. Adding to this towage expenses as well as removal and gas-freeing charges, it was conservatively estimated that the particular average claim against underwriters would amount to $750,000.

Rather than repair the vessel, owners indicated a preference to sell it for scrap and requested underwriters' consideration of a claim for unrepaired damage. Taking into account the expenses incurred, and the loss in value which owners would suffer through such sale, a settlement was agreed upon in the amount of $675,000. covering all physical damages and removal expenses. Only a claim for general average expenses and a possible salvage claim remain to be dealt with. As part of the settlement agreement the policies were cancelled with full annual premium considered earned and non-returnable.

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S.S. TONSINA
Stranded - January 20, 1965
Alaska Steamship Company

Insured Value $600,000.
Syndicate Ppn. $270,000. (45%)

While on a voyage from Seattle to Whittier, Alaska, with general cargo stowed largely in vans, the TONSINA stranded at the entrance to the Seymour Narrows, B. C. during a dense fog. With the assistance of tugs the vessel was refloated during the next high tide. After underwater examination which revealed extensive bottom damage it was decided to return to Seattle. Repairs of bottom and internal damages were completed at an agreed price of $367,473.06. In addition to the above expenditures there will be a claim for general average expenses as well as a claim for salvage, the vessel's proportion of which is expected to amount to about $50,000.

A payment on account of particular average in the sum of $365,000. was requested, Syndicate's proportion amounted to $164,250.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 6

S. S. SMITH VOYAGER
Sank - December 27, 1964
Earl J. Smith & Co.

Insured Value $800,000.

Syndicate Ppn. (54%) $432,000.

The SMITH VOYAGER on a voyage from Houston, Texas to Indian ports with a full cargo of grain was stopped at sea at noon on December 20th for machinery repairs. At this point she was five days East of Freeport where she had bunkered. Heavy rolling was experienced with gale wind and a serious permanent list developed. Most of the crew abandoned the ship in lifeboats. Rescue was effected by a German freighter with the unfortunate loss of four lives. The Coast Guard attended the listing vessel and salvage tugs took her in tow, but on December 27th she sank as she was being brought towards Bermuda.

Claim arising from the loss of this vessel has been the subject of several meetings of both the Management and Loss Advisory Committees. Following long and serious consideration of this case and giving due weight to the views expressed by assisting counsel, it was the recommendation of the Loss Advisory Committee that if a way could be found to pay the claim without condoning the overloading which seemed apparent in the case, and in fact condemning the practice of overloading, payment should be made without prejudice. The Management Committee concurred in this settlement recommendation, such payment being felt by them to be in the best interest of the Syndicate, and consistent with good business judgment. It was further stipulated that consideration be given to an appropriate advice, presumably through marine brokers with whom the Syndicate does business, of the Syndicate's strong feeling regarding violations of safety regulations.

A E Schumacher

Claims Manager

aes/mt/f

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10.

THE LONDON

STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION LIMITED

IND

RULES

EXHIBIT
U. S. DIST. COURT
S. D. OF N. Y.
JUL 2 1973

1964-65

LD

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Managers: A. BILBROUGH & CO., LTD.,
WALSINGHAM HOUSE, SEETHING LANE, LONDON, E.C.3.
Telegrams: "BILBROUGH, LONDON, E.C.3." Telephone: ROYAL 4971.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

1964-65

THE LONDON

STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION LIMITED.

Established 1866.

COMMITTEE

CHAIRMAN
J. C. HAWKES, Esq.
THE BANK LINE LTD., LONDON.

VICE-CHAIRMAN
H. O. KOHL, Esq.
JOHN I. JACOBS & CO., LTD., LONDON.

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Wm. W. Y. LEE Esq.	...	THE WORLD-WIDE (SHIPPING) LTD., HONG KONG AND LONDON.
M. J. LYRAS, Esq.	...	LYRAS BROS. LTD., LONDON.
N. J. OTTLEY, Esq.	...	OLYMPIC MARITIME S.A., MONTE CARLO.
W. F. ROBERTSON, Esq.	...	WM. ROBERTSON SHIPOWNERS LTD., GLASGOW.
H. E. T. ROSS, Esq., T.D.	...	PORT LINE LTD., LONDON.
H. G. SORRELL, Esq., O.B.E.	...	COAST LINES LTD., and AFFILIATED COMPANIES, LONDON.
EUGÈNE VINKE, Esq.	...	VINKE & CO., AMSTERDAM.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

COMMITTEE MEETINGS.

March	18	September	16
April	15	October	21
May	20	November	18
June	17	December	16
July	15	January	20
August	19	February	17

Prompt notice of any claim or threatened claim should be given to the Managers.

MANAGERS.

A. BILBROUGH & Co., LTD.

The Directors to whom reference can be made are :—

W. H. NEWSON.
F. R. KENTFIELD.
F. LOVELL SMITH.
R. KNIGHT.
B. BROOKE-SMITH.

REGISTERED OFFICE.

WALSINGHAM HOUSE, SEETHING LANE,
LONDON, E.C. 3.

Telegrams:
"Bilbrough, London, E C 3."

Telephone:
Royal 4971

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

LIST OF REPRESENTATIVES

AT PORTS ABROAD TO WHOM MASTERS CAN APPLY WHEN IN NEED OF ADVICE OR ASSISTANCE.

Telegraphic addresses are shown thus [Skuld]

Aalborg	Assuranceforeningen Skuld, "Norreport", Fredericksborggade, 15, Copenhagen [Skuld]
Aarhus	Do.
Abadan	Gray, Mackenzie Co., Ltd. [Gray]
Abidjan	Societe Navale Delmas-Vieljeux Boite Postale 1281 [Samled]
Accra. See Tema ...	
Adelaide	Gibbs, Bright & Co., Pty., Ltd., 81, Currie Street [Bright]
Aden	Cory Brothers & Co., Ltd., Steamer Point [Cory]
Alexandria	Abdel Hadi and Yansouni, P.O. Box No. 152, 32, Boulevard Saad Zaghloul [Aicoss]
Algiers	Jorgen Petersen, S.A., 2 Bd. Carnot [Petership]
Alicante	J. y A. Lamaignere, Apartado 48 Explanade de Espana 3 [Lamaignere]
Almeria	Jose Ronco Infantes, Parque Jose Antonio 26, P.O. Box 25 [Ronco]
Amsterdam	Vinke & Co., De Ruyterkade 107-108 P.O. Box 485 [Vinkeco]
Ancona	Humbert Kane, 2, Piazza S. Maria P.O. Box 157 [Kane]
Antofagasta	J. G. Macfarlane, P.O. Box 288 [Macfarlane]
Antwerp	Langlois & Co., 37, Rue des Tanneurs [Drory]
Apapa. See Lagos ...	
Auckland, N.Z.	Russell, McVeagh & Co., South British Bldg., Shortland Street P.O. Box 8 [Barrister]
Bahia Blanca	Agencia Maritima Walsh (E. Burton), Calle Brown No. 43 [Geowalsh]
Bahia, Brazil. See Salvador	
Bahrain	Gray, Mackenzie Co., Ltd. [Gray]
Baltimore	Ober, Williams & Grimes, Maryland National Bank Building [Ritney]
Bandar Shahpur ...	Gray, Mackenzie Co., Ltd. [Gray]
Bangkok	Thoresen & Co. (Bangkok) Ltd., Thoresen Building, 448, Suriwongse Road [Thorship]
Barcelona	Witty, S.A., P.O. Box 1587, 5, Plaza Medinaceli [Witty]
Bari, Italy	Nicola Girone, Largo Giordano Bruno, 73 [Nicolagirone]
Barranquilla	Henry C. Hudson & Cia Ltd., Edificio Bolivar No. 40, P.O. Box 990 [Lloydagent]
Basrah, Iraq	Busreh Slipway Co., W.L.L. [Gray]
Beira	Mitchell Cotts & Co. (South Africa) (Pty.), Ltd., P.O. Box No. 47 [Cotts]
Beirut	Antoine Maouad B.P. 1677 [Proteclub]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

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Bergen	Knut Magnus, Olav Kyrresgate 11 [Advokat Magnus]
Bilbao	McAndrews & Co. Ltd., Hurtado de Amezaga No. 4—1° centro [Macandrews]
Bluff. See Invercargill	
Boma...	F. J. Herry, P.O. Box 93 [Herryfrancis]
Bombay	James Mackintosh & Co., Private Ltd., Darabshaw House, Ballard Estate, P.O. Box 123 [Mackintosh]
Bordeaux	Henri Mallet & Fils, 38, Cours du Marechal-Foch [Rimallet]
Boston, U.S.A.	Bingham, Dana & Gould, First National Bank Bldg., 1, Federal Street [Blodgham]
Boulogne-sur-Mer ...	Jean-Louis Dubreuil, 42, Rue des Écoles [Guilhuret]
Bremen	The General Steam Navigation Co., M.B.H., Glyconic Haus, 102, Am Wall [Glyconic]
Brest	Caradec, Gibory, Hitel, 38, Quai de la Douane [Brokerage]
Brisbane	Gibbs, Bright & Co., Pty., Ltd., 406, Queen Street [Bright]
Buenaventura	Henry C. Hudson Co. Ltd., Carrera 2. No. 3b-11, Apartado Aereo No. 2435 [Ajustador]
Buenos Aires	Edye, Roche, & de la Vega, Calle 25 de Mayo 489 [Edye]
Buffalo, N.Y.	Coffey, Heffernan & Harrison, 1317, Chamber of Commerce Bldg.
Cadiz	Emilio Huart, Plaza Jose Antonio Primo de Rivera 3 [Huart]
Calabar	John Holt & Co. (Liverpool) Ltd., The Marina P.O. Box 2 [Ebani]
Calcutta	Sandersons & Morgans, 5-7, Netaji Subhas Road [Excogitate]
Callao	H. M. Beausire & Co. S.A., P.O. Box 778, Lima, Peru [Beausire Lima]
Cape Town	Mann, George & Co. (South Africa) (Pty.), Ltd., P.O. Box 702, 24, St. George Street [Malvezo]
Caracas	Peritajes y Ajustes C.A. Apartado 6348 [Toplis] W. Moller, C.A. Apartado de Correos 2504 [Mollerven]
Cartagena (Colombia) ...	H. Bentley & Cia. Ltda., Apartado Aereo 104 Nacional 185 [Bentley]
Casablanca...	Rene Iven, 131, Avenue Hassan—II [Monluc]
Castellon	Sucesor de Sebastian Roca, Plaza de la Paz No. 1 [Seroca]
Catania	Munzone, Mineo & Co., 21, Via Museo, Biscari [Munzon Mineo]
Ceuta	"Ybarrola," Depositos de Aceite Combustible S.A., Apartado No. 46 Avenida De Espana II [Ybarrola]
Charleston	Moore, Mouzon & McGee, 4, Gillon Street, P.O. Box 942 [Conferees]
Cherbourg	Marcel Menut, 26, Quai Alexandre III [Marcel]
Chicago	Bradley, Pipin, Vetter & Eaton, 135, South La Salle St [Bradmir]
Chios	George I. Martakis [Gemartakis]
Chittagong	James Finlay & Co., Ltd., Finlay House, Agrabad Road [Mercator]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

4

Christchurch, N.Z. ...	Harper, Pascoe, Buchanan & Penlington, 118, Hereford Street, P.O. Box 516 (Quorum)
Civitavecchia	Antonio Bellettieri & Co., 3, Passeggiata Lungo Porto, P.O. Box 71 [Bellettieri]
Cleveland	McCreary, Hinslea & Ray, 860, Union Commerce Bldg. [Lakelaw]
Colombo	Julius & Creasy, P.O. Box No. 154 [Jacey]
Colon. See Cristobal	
Concepcion	Gibbs & Co., S.A.C. Barros Arana No. 262, Casilla 34 C [Antipodean]
Copenhagen	Assuranceforengingen Skuld, "Norreport", Fredericksborggade, 15 [Skuld]
Do. (Defence Matters)	Danske Rederes Rotsvarn, "Norreport", Fredericksborggade, 15 [Noatum]
Corpus Christi, Texas ...	Kleberg, Mobley, Lockett & Weil, Corpus Christi State National Bank Building [Kleberg]
Corunna	Alvaro Cornide, Sanchez Bregua, 10, P.O. Box 79 [Cornide]
Cotonou	Societe Navale Delmas-Vieljeux Boite Postale 213 [Samled]
Cristobal	C. Fernie & Co., P.O. Box 5042 [Fernie]
Curacao, N.W.I.	Firma C. S. Gorsira J.P.Ez., P.O. Box 161, Kerkstraat 9, Willemstad [Gorsira]
Cyprus (All Ports) ...	A. L. Mantovani & Sons, Ltd., P.O. Box 109 Larnaca, [Mantovani]
Dakar	Robert J. Foine et Cie P. B. 831, 2, Rue Joris [Foine]
Dammam. See Bahrain	
Dar-es-Salaam	The African Mercantile Co. (Overseas) Ltd., P.O. Box 119 [Navigation]
Denia, Spain	Diego Ivars Perles, Calle Marques de Campo 62 [Diego Ivars Perles]
Detroit	Foster, Meadows & Ballard, 4372, Penobscot Building [Foster] McCreary, Hinslea & Ray (see Cleveland).
Dieppe	Ch. M. Delarue, 12, Boulevard Marechal Joffre [Delarue]
Djarkarta	Pitcairn, Syme & Co., Ltd. Roa Malakka Selatan 45 [Pitcairn]
Douala	Societe Navale Delmas-Vieljeux, P.O. Box 263, [Samled]
Duluth, Minnesota ...	Duluth Seaway Agency Inc., 318, Board of Trade Building [Seaway, Duluth]
Dunedin, N.Z.	Robertson Brent & Haggitt, P.O. Box 118, 7, Liverpool Street [Probate]
Dunkirk	Coquelle-Gourdin & Fils, P.O. Box 1029, 53, Rue Felix Coquelle [Coquelle]
Durban	John T. Rennie & Sons Pty. Ltd., 356 Smith Street, P.O. Box 1006 [Reniform]
East London	Drake, Flemmer & Orsmond, P.O. Box 44, 15, Terminus Street [Drakefo]
Emden	Y. & B. Brons, P.O. Box 315 Nesserlander Strasse [Getreidebrons]
Ferrol	Alvaro Cornide, Paseo de la Marina 12 [Cornide]
Formosa	Taiwan Trading Corp., Federal Inc. U.S.A., 108, Chung Shan Road, N., Section 2, Taipei, Taiwan [Taitradco, Taipei]
Freetown	Palm Line (Agencies) Ltd., P.O. Box 118 [Palmage]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

5

Fremantle	**Frank Unmack & Cullen,** 45, Market Street [Mackcul]
Galveston	Royston, Rayzor & Cook, 265, Cotton Exchange Building [Royston]
Gandia, Spain	Diego Ivars Perles, Avda Marquesde Campo 5
Gdansk	Morska Agencja W Gdyni, Gdansk-Nowy Port, ul Zamknieta 18 [Mag]
Gdynia	Morska Agencja W Gdyni, Rotterdamska 3 [Mag]
Genoa	Hugo Trumpy, Piazza San Siro 10 [Hugotrum]
Gibraltar	Smith, Imossi & Co., Ltd., 47, Irish Town [Java]
Goa. See Mormugao	
Gothenburg	A. B. Eric Hultgren & Co., P.O. Box 409 [Grenhult]
Guayaquil	J. E. Peet P.O. Box 502.
Haifa	M. Dizengoff & Co., Ltd., P.O. Box 300, 57, Haatzmaut Road [Diship]
Halifax N.S.	Stewart, MacKeen & Covert, 500, Bank of Canada Bldg., 123, Hollis Street, P.O. Box 997 [Henry]
Hamburg	General Steam Navigation Co., M.B.H., Ballindamm 25 [Glyconic]
Hamilton, Bermuda ...	John S. Darrell Co. Ltd., P.O. Box 177, 63, Front Street [Dalco Bermuda]
Havana	Klawans & Diez Rivas, Cuba 468, Deptos 313-314 [Cubalaw] Anselmo del Moral, Lloyd's Registry of Shipping, P.O. Box 1746, Officios 152 [Donwheel]
Helsingborg	Oberg & Horndahl A.B., Drottniggatan 72A, P.O. Box 70 [Odahl]
Helsingfors, Finland ...	Serlachius & Ryti, Glogatan 3 [Serlachiusryti]
Hobart	William Crosby & Co. (Tas), Pty., Ltd., 119, Collins Street [Crosbyco]
Hong Kong	Johnson, Stokes & Master, 404, Hongkong & Shanghai Bank Building [Retsam] Paulsen & Bayes-Davy, Ltd., 404/406, Alexandra House [Bayesdavy]
Honolulu	Pratt, Moore, Bortz & Vitousek, P.O. Box 494 [Loio]
Horta	Bensaude & Co., Ltd., Rua D Vasco da Gama No. 42, Fayal, Azores [Bensaude]
Houston, Texas	Royston, Rayzor & Cook, 877, San Jacinto Building [Houport]
Huelva	Hijo De Fernando Suárez, P.O. Box 3 [Fletamentos]
Inchon	Korea Shipping Corpn., 2-ka 10, Haian-dong [Koreaship] Hyopsung Shipping Corp., No. 4—2 Ka Hae An Dong [Hyopsung]
Invercargill	Stout, Hewat, Binnie & Howarth, 30, Dee St. [Brief]
Istanbul	J. W. Whittall & Co., Ltd., P.O. Box 62 [Whittall]
Izmir	Scandinavian Near East Agency, P.O. Box 289, 154, Ataturk Caddesi [Sneal]
Jacksonville, Florida ...	Kurz, Toole, Maness & Martin, 703/9, Florida Theatre Building [Ragland]
Jaffa. See Tel Aviv	

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Karachi	James Finlay & Co., Ltd., Finlay House, McLeod Road, P.O. Box 4570 [Mercator]
Khorramshahr	Gray, Mackenzie Co., Ltd., P.O. Box 3 [Gray]
Kiel	Sartori & Berger, Wall 49/51 [Sartori]
Kingston, Jamaica ...	Manton & Hart, 34, Duke Street [Manhart]
Kobe...	Dodwell & Co. Ltd., 72, Kyomachi, Ikuta-Ku, P.O. Box 557 [Dodwell]
Kuwait	Gray, Mackenzie Co., Ltd., P.O. Box 78 [Gray]
La Guaira. See Caracas	
La Rochelle-Pallice ...	F. Le Boutillier, 106, Boulevard Emile Delmas P.O. Box 38 [Daylight]
Lagos (Nigeria)	John Holt Shipping Services Ltd., P.O. Box 1013 [Shipserve]
Las Palmas	Blandy Bros. Shipping & Agency S.A., Apartado 12/106 [Blandy]
Lattakia	Michel Georges Elias, B.P. 18 [Elias]
Launceston, Tasmania ...	William Crosby & Co. (Tas), Pty., Ltd., 83, Elizabeth Street, G.P.O. Box 291 [Crosbyco]
Le Havre	G. Taconet, 73, Quai de Southampton [Taconet]
Leghorn	Hugo Trumpy, Scali D'Azeglio 64 [Hugotrum]
Lima. See Callao	
Lisbon	E. Pinto Basto & Co., Ltd., 1 Avenida 24, de Julho Apartado No. 2200 [Pinto]
Lobito, Angola	Manubito S.a.r.L. Caixa Postale 17 [Manubito]
Lomé. See Cotonou	
Los Angeles	Lillick, Geary, McHose & Roethke, 600, South Spring Street [Iralillick]
Lourenço Marques ...	The Consolidated Stevedoring & Forwarding Agency (L.M.) (Pty.), Ltd., Avenida 18 de Maio 36, P.O. Box 292 [Confa]
Lyttelton. See Christchurch	
Madeira	Blandy Brothers & Co. Ltd. [Blandy Funchal]
Madras	King & Partridge, Regal House, McLean Street, P.O. Box 121 [Regal]
Malaga	J. y A. Lamaignère, Avenida del Generalisimo 4, P.O. Box 123 [Lamaignere]
Malta	H. Vassallo, 53/2, Old Theatre Street, Valletta [Ollassav]
Manila, P.I.	Ross, Selph & Carrascoso, P.O Box 781 405, F.N.C.B. Building [Sevans]
Maracaibo	W. Moller, C.A., Apartado 519 [Mollerven]
Marseilles	Maurice Jean Renard, 63, Rue Paradis [Remarinter] L. Thos. & Geo. Budd, 8, Rue Beauvau [Budd]
Matadi. See Boma	
Mejillones del Sur ...	Gibbs & Co.
Melbourne	Gibbs, Bright & Co., Pty., Ltd., Pearl Assurance Building, 143, Queen Street [Bright]
Melilla	Jose Salama & Cia., P.O. Box 5, Av. Generalisimo, 12 [Salama]
Messina	Stephen W. Garbutt & Son, British Vice-Consulate, Via I Settembre 54 [Carboy]
Miami	Fowler, White, Gillen, Humkey & Trenam 401, Industrial National Bank Buildings [Fowhite]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Milwaukee	Bradley, Pipin, Vetter & Eaton (see Chicago). Ben G. Slater, 176, W. Wisconsin Avenue. [Benship]
Mobile	Pillans, Reams, Tappan, Wood & Roberts, 510, Van Antwerp Buildings, P.O. Box 935 [Ptah]
Moji	Holme Ringer & Co., Ltd., P.O. Box 72 3-1, Minato-Machi [Ringer]
Mombasa	The African Mercantile Co. (Overseas) Ltd., Kilindini Road, P.O. Box 110 [Navigation]
Monrovia	Scandinavian Shipping Agencies Ltd., P.O. Box 209 [Scanship]
Montevideo	Chadwick, Weir Navegacion Lda., Casilla de Correo 451, Cerrito 302 [Chadweir]
Montreal	Beauregard, Brisset, Reycraft & Chauvin, 620, St. James Street West [Leges] Pratte & Co. (Insurance) Ltd., 1500, Stanley, Suite 432 [Bowpratco]
Mormugao, Goa	Hiralal & Co., P.B. No. 8, Vasco da Gama [Thakker]
Nantes	H. Roy, Comite des Assureurs Maritimes de Nantes, 41, Quai de la Fosse [Roy Dispacheur]
Napier	Sainsbury, Logan & Williams 35, Tennyson St., P.O. Box 151 [Rokena]
Naples	Di Luggo Wood & Co., Via Salvatore Fusco 5 [Dennis]
Necochea (Quequen).	See Bahia Blanca
New Orleans	Terriberry, Rault, Carroll, Yancey & Farrell, 825, Whitney Bank Bldgs. [Terrib]
New Plymouth	Govett, Quilliam Co., P.O. Box 23 [Quilliam]
New York	Lamorte, Burns & Co. Inc. 26, Broadway [Laburnship]
Newcastle (N.S.W.) ...	Gibbs, Bright & Co., Pty., Ltd., P.O. Box 692, 14, Watt St. [Bright]
Newport News.	See Norfolk
Norfolk	Seawell, McCoy, Winston & Dalton, 936, Wainwright Bldgs., 229, West Bute Street, P.O. Box 936 [Seawell]
Noumea	W. A. Johnston, 5, Rue Anatole France, P.O. Box 449 [Johnston]
Oporto	Kendall, Pinto Basto & Co. Ltd., Rua da Nova Alfandega 12 [Navigation]
Oran	Geo. Naus, Agence Maritime c/o Scotto, Ambrosino, Pugliese, 1, Quai Ste. Marie [Nausmarine]
Osaka	Dodwell & Co. Ltd., Sumitomo Seimei Sakaisuji Bldg., 49, 2-Chome Awaji-machi Higashi-Ku, P.O. Box 455 [Dodship]
Oslo	Assuranceforeningen Skuld, P.O. Box 1376, Stortingsgaten 18 [Skuld]
Palermo	S. Tagliavia & Co., 117, Via Cavour [Tagliaviaco]
Panama.	See Cristobal
Paranagua	Cranston Woodhead S.A., Caixa Postal 179, Estado Do Paraná [Cranwood]
Paris	James P. Govare, 5, Rue de Lasteyrie [Eravog]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

8

Penang	Sandilands Buttery & Co., Ltd., P.O. Box 332, 29, Beach Street [Sandbut]
Pensacola	Begg, Lane, Daniel, Middlebrooks & Gaines, 700, Brent Annex, P.O. Box 1351
Pernambuco, Brazil.	**See Recife.**
Perth	Gibbs, Bright & Co., Pty., Ltd., 179, St. George's Terrace, P.O. Box 80B [Bright]
Philadelphia	Kruson, Evans & Byrne, 21, South Twelfth Street [Kesel]
Phnom-Penh	Societe Commerciale Francaise De L'Indochine, 15/23, Moha Vithei Preah Bat Norodom, P.O. Box 234 [Rauzy]
Piraeus	Christopher A. Margaronis, 47, Vassileos Constantinou Avenue [Sinoragram]
Pointe Noire	Societe Navale Delmas-Vieljeux Boite Postale 679 [Samled]
Ponta Delgada	Densaude & Co., Ltd., St. Michael's, Azores [Densaude]
Port Elizabeth	Oosthuizen, Hazell & Wilmot, P.O. Box 1125, United Bldgs., 2, Main Street [Notarial]
Port Gentil...	Societe Navale Delmas-Vieljeux Boite Postale 522 [Samled]
Port Harcourt	John Holt Shipping Services Ltd., P.O. Box 292 [Shipserve]
Port Louis, Mauritius ...	Maurice Doger de Speville (Notary Public), 2, Sir W. Newton Street
Port Pirie	Gibbs, Bright & Co., Pty., Ltd., Ellen Street, P.O. Box 16 [Sealanes]
Port Said.	**See Alexandria**
Port Sudan	Mitchell Cotts & Co. (Middle East), Ltd., P.O. Box 74 [Mitcotts]
Portland (Maine)	Woodman, Skelton, Thompson & Chapman, 85, Exchange Street [Thomport]
Portland (Oregon) ...	King, Miller, Anderson, Nash & Yerke, 1200, American Bank Building [Kingmar]
Porto Alegre, Brazil ...	Cranston Woodhead, S.A. Avenida Maua No. 891, Caixa Postal 500 [Cranwood]
Puerto Cabello	W. Moller C.A., a/c Eduardo, Römer, C.A., Apartado No. 2 [Edron]
Pusan	Korea Shipping Corpn., 14, 2-Ka, Daekyo-Ro [Koreaship] Hyopsung Shipping Corpn., 20-1, Ka Daekyoc, P.O. Box 75 [Hyopsung]
Quebec	Pratte & Co. (Insurance) Quebec Ltd., P.O. Box 3500, 105, Mountain Hill [Pratquebec]
Quequen.	**See Bahia Blanca**
Rangoon	C. C. Khoo, 91, Bo Aung Gyaw Street [Litigation]
Ras Tanura.	**See Bahrain**
Ravenna	Humbert Kane, 27, Via Magazzini Anteriori [Kane]
Recife, Brazil	Williams & Co., Rua Bom Jesus, 220 P.O. Box 245 [Williams]
Rio de Janeiro	L. Figueiredo S.A., Avenida Presidente Vargas, 463-A-19° Andar [Doralica]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

9

Rio Grande do Sul, Brazil	Cranston Woodhead, S.A. Rua Marechal Floriano 122, P.O. Box 92 [Cranwood]
Rochfort	R. Williamson, 33, Quai de la Liberation, Tonnay-Charante
Rosario. See Buenos Ayres	
Rotterdam	Boeles, Ruys, Speelman, Heyning & Kernkamp, Van Vollenhovenstraat 31 [Lexeos] Vinke & Co., 28, Parklaan, P.O. Box 1152 [Vinkeco]
Rouen	M. Huret 15, Quai Pierre-Corneille, B.P. 302, [Neptune]
St. John, New Brunswick	Carter, Taylor & Ryan, 50, Princess Street [Retrac]
St. John's, Newfoundland	Job Brothers & Co., Ltd., P.O. Box 5397 [Job]
St. Malo	Follin Martin Delamaire, 2, Chaussée des Corsaires, P.O. Box 179 [Naval]
St. Nazaire. See Nantes	
St. Thomas V.I.	Jouett Insurance Agency Inc., Box 270 Charlotte Amalie Street [Jouett]
St. Vincent, C.V.I. ...	Millers & Corys, Cape Verde Islands Ltd., Avenida da Republica, P.O. Box 1 [Orlop]
Saigon	A. Francès, Drouot Group's Delegate, P.O. Box 04, 3, Phan-van-Dat Street [Generacci]
Salvador	F. Stevenson & Co., Ltd., Rua Argentina No. 1, P.O. Box No. 51 [Stevenson]
San Francisco	Lillick, Geary, Wheat, Adams & Charles, 214, Front Street [Pandiclub]
San Juan, P.R.	William Munch Inc., First Federal Savings Bldg., (Stop 23) [Willmunch]
Santa Cruz	Blandy Bros., Shipping & Agency S.A., Calle Marina 45, P.O. Box 79 [Blandy, Teneriffe]
Santiago, Chile	Gibbs & Co., S.A.C. Agustinas 1161 P.O. Box 67D [Antipodean]
Santos	L. Figueiredo S.A., Rua General Camara 168/170, Caixa Postal 813 [Doralice]
Sassandra. See Abidjan	
Savannah	Lawton, O'Donnell, Sipple & Chamlee, 26, Bryan Street East, P.O. Box 527
Savona	Hugo Trumpy, 1/1, Via Santa Lucia P.O. Box 125 [Hugotrum]
Seattle	Bogle, Bogle & Gates, 14th Floor, Norton Building [Bogle] Johnson & Higgins of Washington Inc., 860, Stuart Building [Keroden]
Seoul	Korea Shipping Corpn., P.O. Box 1164, 1, 5-Ka, Namaemoon-Ro [Koreaship] Hyopsung Shipping Corp., Bando Building, P.O. Box 236, Kwang Hwa Moon [Hyopsung]
Seville, Spain	Joaquin de Haro, Tomas de Ybarra, No. 7 [Haro]
Singapore	McAlister & Co., Ltd., 5, Battery Road, P.O. Box 399 [Macalship]
Spezia	Hugo Trumpy, Via Crispi 39/A [Hugotrum]
Stockholm	Setterwall, Palme & Hernmarck, 1, Wahrendorffsgatan [Nilsetterwall] Assuranceforeningen Skuld, P.O. Box 12249 Pontonjargatan 12 [Skuld]
Suez. See Alexandria	
Sydney	Gibbs, Bright & Co., (Pty.) Ltd., Swire House, Spring Street [Bright]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

10

Tacoma	Bogle, Bogle & Gates, see Seattle.
Takoradi	Scandinavian Shipping Agencies Ltd, P.O. Box 329 [Scanskip]
Talcahuano	Agencias Maritimas Talcahuano Ltdal 496, Blanco Encalada [Agental]
Tampa, Florida	Fowler, White, Gillen, Humkey & Trenam, First Federal Building, 220, Madison St. [Fowhite]
Tel Aviv	M. Dizengoff & Co., Ltd., Zim House, Rothschild Building, P.O. Box 1693 [Eastagency]
Tema	Scandinavian Shipping Agencies Ltd. Import Agencies Block, P.O. Box 64 [Scanskip]
Teneriffe. See Santa Cruz	
Thessaloniki	J. Nehama & Co., Rongotti Street, 2 [Cecicummings]
Timaru	Tripp & Rolleston, 215, Stafford St., P.O. Box 27
Tokyo	Dodwell & Co. Ltd., Togin Bldg. No. 2, 1-Chome, Marunouchi, Chiyoda-Ku, P.O. Box 297 [Dodwell] McIvor, Kauffman & Christensen, New Tokyo Bldg., 2, 3-Chome Marunouchi [McIvor]
Toledo, Ohio. See Cleveland	
Toronto	Campbell, Godfrey & Lewtas, 80, King Street, West [Arnoldi]
Townsville, Queensland...	Burns, Philp & Co., Ltd., P.O. Box 26, 21, Flinders Street [Burphil]
Trieste	Adriatic Mercantile & Trading Soc. A.r.l. Piazza N. Tommaseo No. 4 [Adriamatco]
Trinidad (Port of Spain)...	Furness, Withy & Co., Ltd., 90, Independence Square [Furness]
Tripoli, Lebanon	Daher & Cie., S.A.L. P.O. Box 2550 [Daherci]
Tripoli, Libya, N. Africa	Libyan Shipping & Stevedoring Co., Cotts House, Sharia Aissa [Chemcotts]
Tunis	A. & V. Scialom, 45, Avenue Habib Bourguiba [Loicod]
Valencia	Sucesor de Enberg & Cia, Av. del Puerto, 356 [Enberg]
Valparaiso	Kenrick & Cia Ltda., Blanco 737, Casilla 495 [Kenrick]
Vancouver	Bull, Housser & Tupper, 1500, Royal Bank Building, 675, West Hastings Street [Tursid]
Venice	G. Radonicich & Co., Riva Schiavoni, No. 4150 [Radonicich]
Veracruz, Mexico... ...	Agencia Naviera Delfin Casarin, Ave., 5 de Mayo 63 [Delfin]
Victoria, B.C. See Vancouver	
Victoria (Nigeria) ...	John Holt & Co. (Liverpool) Ltd. [Ebani]
Vigo	Alvaro Cornide, Pablo Morillo 4 [Cornide]
Villagarcia	Alvaro Cornide,, Villagarcia de Arosa, P.O. Box 3 [Cornide]
Walvis Bay, S.W. Africa...	Mann, George & Co. (S.W.A.), Ltd., P.O. Box 4 [Malvezo]
Wellington, N.Z.	Chapman Tripp & Co., 20, Brandon Street, P.O. Box 993 [Attention]
Wilhelmshaven. See Emden	
Yokohama	Dodwell & Co. Ltd., Iino Kaiun Bldg. 33, 3-Chome Honcho Naka-Ku, P.O. Box 271 [Dodwell]

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

11

CLASS 5

THE PROTECTING AND INDEMNITY

RULES.

1. These Rules are subject to the Memorandum and Articles of Association of THE LONDON STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION LIMITED, and the Members for the time being of this Class shall form one separate Class or Club within the said Association. The Committee and Managers of the said Association shall be the Committee and Managers of this Class.

2. Each Member of this Class for himself and for his heirs, executors, administrators and successors, agrees with The London Steam-ship Owners' Mutual Insurance Association Limited, that each and every of the said Members shall and will observe and perform the several Rules and Regulations hereinafter contained (that is to say)—

Entry of Ships.

3. Each Member shall enter or authorise the Managers to enter, or cause to be entered, after approval by the Committee, in the entry book of this Class the name or names of the ship or ships, the gross tonnage thereof, and also the number of tons in respect of which he shall be entitled to receive and liable to make contributions.

4. Before any ship shall be entered for protection and indemnity in the Association under these Rules all such particulars as may be required by the Managers shall be delivered to the Managers upon such Entry Form as shall for the time being be in use, by or on behalf of the Association, and such particulars shall be deemed to form part of the contract, and the acceptance of risk shall be subject to the approval of at least two members of the Committee. All entries and notices shall commence and be computed as from noon of the day on which the same shall be made or given.

Mutual Protection and Indemnity.

Period of Protection and Indemnity.

5. The Members shall, under these Rules, severally and respectively, not jointly nor in partnership nor the one for the other of them but each only in his own name, protect and indemnify each other in manner and to the extent hereinafter specified in respect of the ships entered for protection and indemnity in accordance with the last two preceding Rules, from noon of the day of entry of the respective ship until noon of the 20th day of February then next, and from that time until noon of the next succeeding 20th day of February, and so on from year to year, unless notice to the contrary be given as hereinafter mentioned.

Member's right to recover.

6. In case any Member shall incur any liability or expense referred to in Rule 7 in respect of a ship which is entered in this Class at the time of the event giving rise to such liability or expense then, to the extent and subject to the provisions set forth in these Rules, and to any special agreement under the Articles and Rule 9, such Member shall be entitled to recover and the Association out of the funds of this Class shall satisfy and make good such liability or expense, or, if the ship is not entered for her full gross tonnage, such proportion of the said liability or expense as the entered tonnage bears to the gross register tonnage. Provided always that in the case of a liability actual payment (which shall be made out of moneys belonging to him absolutely and not by way of loan or otherwise) by the Member of the full amount of such liability shall, unless the Committee otherwise decide, be a condition precedent to the right of the Member to recover and the obligation of the Association to satisfy and make good. The said funds shall,

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Member's obligation to contribute.

subject to the express provisions of these Rules and to any special agreement as aforesaid, be contributed to by each Member *pro rata* according to the amount of the whole tonnage in respect of which he shall be liable to make contribution and in all cases subject as aforesaid the Member in respect of whose ship any liability or expense shall arise shall contribute rateably with the others to the payment thereof. Where persons who are not the registered owners of a ship are jointly entered with the registered owners such persons shall be deemed to be joint members with the registered owners and shall together with the registered owners be jointly and severally liable to contribute.

RISKS COVERED.

7. The liabilities and expenses in respect of which Members shall be entitled to protection and indemnity in this Class are for :—

PROTECTING RISKS.

(a) LOSS OF LIFE of or PERSONAL INJURY to or ILLNESS of ANY PERSON.

The Committee may in their discretion treat a Master or Officer whose earnings exceed the limit provided for in Workmen's Compensation Acts as coming within the provisions thereof, notwithstanding the absence of liability under such Acts.

A Member shall be protected under Rule 7 (*a*) against port charges and his net loss in respect of bunkers, insurance, wages of crew, stores and provisions necessarily incurred for the purpose or in consequence of landing an injured or sick person or awaiting a substitute for him.

In the event of expenditure in respect of illness, the first £10 expended at every port shall be borne by the Member, and he shall only be entitled to recover from the Association the amount expended at each port respectively in excess of such £10, but the combined claims arising at more than one port may be admitted as subject to only one deduction where it is established that illness, such as fever, has been continuous during the voyage and has necessitated medical attendance at more than one port.

Rule 7 (*a*) shall include claims for loss of life, personal injury or industrial disease arising in relation to the handling of the cargo of the entered ship from the time of receipt for shipment on quay or wharf until final delivery ex quay or wharf at the port of discharge notwithstanding that such claims may arise under a contract of indemnity between the Member and his sub-contractor. Rule 7(*a*) shall also include claims for loss of life or personal injury or illness for which a Member may become liable under the terms of an indemnity given by him to the Owners or Operators (including Port or Dock Authorities) of any dock, drydock, pier, wharf or similar structure. Provided that any indemnity referrred to in this paragraph shall have been approved by the Association and provided also that the Committee shall have power, in their discretion, at any time to exclude any such indemnity either generally or in respect of any particular port, place or trade.

Rule 7 (*a*) shall include payments, made under any special agreement approved by the Committee, to officers and seamen discharged and left abroad sick or injured.

(b) LOSS OF OR DAMAGE TO ANY OTHER SHIP boat or craft, OR PROPERTY ON BOARD SUCH OTHER SHIP boat or craft, or damages or expenses payable in consequence of or arising out of such loss or damage, including

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

such part of the loss or damage in respect of cargo in the entered ship as the owner of such other ship boat or craft is legally entitled to recover from the Member, so far as the same is NOT COVERED BY the usual form of Lloyd's Policy with THE RUNNING DOWN CLAUSE attached.

Provided that the Committee may, for the purpose of assessing any sum recoverable under this Rule for collision liability, determine the amount for which the entered ship is deemed by Rule 8 (*a*) to be insured against collision liability.

When both ships are to blame, then unless the liability of the Owners of one or both of such ships becomes limited by law, claims under Rule 7 (*b*) shall be settled on the principle of cross-liabilities as if the Owners of each ship had been compelled to pay to the Owners of the other of such ships such one-half or other proportion of the latter's damages as may have been properly allowed in ascertaining the balance or sum payable by or to the Assured in consequence of such collision.

When a claim has accrued in consequence of collision between two ships belonging to the same Member the Association shall be liable in the same way and shall have the same rights as if the ships belonged to different owners.

(c) LOSS OR DAMAGE for which a Member may become liable to the owners or operators of TUGS, craft, cranes or other appliances used for towing or for performing the Member's obligation of loading or discharging an entered ship or for carrying passengers, members of the crew or other authorised persons to or from an entered ship, including liability for loss of life or personal injury, but excluding liability for property intended to be or being or which has been carried in the entered ship.

The Committee may reject or reduce a claim :—

(*a*) arising under a towage contract if they decide that it was unreasonable having regard to all the circumstances to engage the tug or to agree to the terms of the towage contract ; and

(*b*) in the case of any other contract of indemnity if the Association has not approved the terms of such contract before the making thereof.

(d) DAMAGE TO ANY HARBOUR, DOCK, PIER, JETTY, structure, buoy, submarine or other cable, fixed or movable object, or property thereon, not being a ship boat or craft or property on board a ship boat or craft.

Where there would be a valid claim for damage to any object or property but for such object or property belonging to the Member he shall nevertheless be entitled to protection corresponding with the liability he would have incurred if such object or property had belonged to another person, but only for the excess of any amount recoverable under any other insurance there may be on the said object or property.

Damage as aforesaid, but including a ship boat or craft or property thereon, and for which a Member may become liable under the terms of an indemnity given by him to the Owners or Operators (including Port or Dock Authorities) of any dock, drydock, pier, wharf or similar structure, provided always that the indemnity shall have been approved by the Association and that the Committee shall have power, in their discretion, at any time to exclude any indemnity either generally or in respect of any particular port or place.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

PROTECTING AND INDEMNITY.

(e) Costs or charges of raising or REMOVING THE WRECK of any ship entered in this Class, when such raising or removal is compulsory by law or under the terms of a lease of a pier or wharf.

The value of all stores and materials saved, and also the value of the wreck itself, shall first be deducted from the costs and charges and the claim shall be for the balance of such costs and charges, or a proportionate part of such balance according to the tonnage entered in this Class. But no claim shall be payable in respect of any costs or charges which shall be recoverable under any policy of insurance in the form commonly used at Lloyd's, or which shall be paid back or payable by any Underwriters. Provided also that nothing shall be payable in respect of any raising or removal of the wreck if the Member making such claim shall, previously to the raising or removal and without the consent in writing of this Association, have (otherwise than by abandonment) transferred his interest in the ship so wrecked.

(ee) LIFE SALVAGE.

(f) REPATRIATION EXPENSES under statutory obligation, or collective agreement in respect of any member of the crew of an entered ship or any seaman who is proceeding to or from such ship, excepting always such liabilities and expenses as arise out of or ensue upon the termination of any agreement in accordance with the terms thereof or by mutual consent or by sale of the ship or by other act of the Owner. Also expenses of repatriation of a Master in case of wreck where the Committee consider such expenses ought not to be charged against the Master and expenses of maintaining, repatriating or deporting stowaways.

Expenses which may be necessarily incurred in sending abroad substitutes, or in securing, engaging, repatriating or deporting substitutes engaged abroad, to replace members of the crew who die or are left behind in consequence of illness, injury, desertion or other cause where in the sole discretion of the Committee the steps taken which resulted in liability for such expenses could not reasonably have been avoided. Provided always that there shall be no recovery when the expenses result from the member's breach of a statutory or contractual obligation or of the terms and conditions of a collective agreement or from the termination of any agreement in accordance with the terms thereof or by mutual consent and that wages shall only be recoverable when incurred in connection with the repatriation of substitutes engaged abroad.

Payments made to seamen under the Merchant Shipping (International Labour Conventions) Act 1925 consequent on shipwreck; and payment made for loss of crew's effects by marine perils under the National Maritime Board Agreement.

(g) Extraordinary expenses incurred in consequence of the outbreak of PLAGUE or other disease upon an entered ship for disinfection of the ship or persons on board her or for QUARANTINE EXPENSES (not being the ordinary expenses of loading or discharging or the provisions of crew or passengers).

In case of a ship being chartered, or (not being under contract) ordered, to proceed to a port where it is known that she will be subjected to quarantine, a Member shall have no benefit under this Rule in respect of those expenses which would have been incurred even if there had been no outbreak of disease on board.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

INDEMNITY RISKS.

(h) **LOSS OF OR DAMAGE TO or responsibility in respect of PROPERTY intended to be or being or which has been carried ON BOARD A SHIP ENTERED IN THIS CLASS.**

A Member shall be entitled to recover under this Rule liability for loss of or damage to the said property under a contract with the Owners or operators of tugs, craft, cranes or other appliances used for towing or for performing the Member's obligation of loading or discharging an entered ship. Provided that the Committee may reject or reduce a claim :—

(*a*) arising under an indemnity in a towage contract if they decide that it was unreasonable having regard to all the circumstances to engage the tug or to agree to the terms of the towage contract; and

(*b*) in the case of any other contract of indemnity if the Association has not approved the terms of such contract before the making thereof.

From all cargo claims under Rule 7 (*h*) in respect of any one cargo the following deductions shall be made :—

£40 in the case of ships of 1,600 tons net register or upwards, or 6d. per ton (but not less than £10) below 1,600 tons.

Notwithstanding anything contained above to the contrary, a deductible franchise of 1s. 0d. per gross ton or £200, whichever be the less, shall be applied to all claims in respect of each general cargo carried on each single voyage.

Unless the Committee shall in its sole discretion otherwise determine, there shall be no recovery under this Rule in respect of a Member's liability for the cost of forwarding cargo to the port of destination stipulated in the contract of carriage from another port at which the cargo was discharged from an entered ship, or in respect of a Member's liability arising, otherwise than under a bill of lading already issued, out of the failure to arrive or late arrival of an entered ship at a port of loading or out of failure to load any particular cargo or cargoes in an entered ship ; or a Member's liability for damage to cargo where Bills of Lading in respect of cargo known to be damaged at the time of shipment or receipt for shipment are signed clean.

If a Member enters into a contract of affreightment which he knows or should have known contains exemptions from liability less favourable to the carrier than those contained in the International Convention for the unification of certain Rules relating to Bills of Lading signed at Brussels on 25th August, 1924, and known as the Hague Rules, the Committee may at their discretion reduce any claim under this Rule to the extent by which they consider it would have been reduced had the contract of affreightment contained exemptions from liability as favourable to the Carrier as those contained in the said International Convention.

Note.—Attention is directed to Rule 8 (*h*).

(i) **FINES imposed upon a Member in respect of an entered vessel by a Governmental or Local Authority :—**

(*a*) Under the Factories Act of 1937.

(*b*) For breach of Customs Laws (including regulations against smuggling) or Immigration Laws or regulations.

(*c*) For short or over-delivery of cargo or for failure to comply with regulations relating to declaration of goods or to documentation of the vessel or cargo.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

PROTECTING AND INDEMNITY.

(*d*) For any other neglect or default of the Master, Officers or Crew of the Vessel or other servant or agent of the Member in respect of an entered vessel whereby a fine is imposed upon the Member by any such Authority.

(*e*) Other fines which in the sole discretion of the Committee come within the scope of the Association.

Provided that the Association shall not indemnify a Member against a fine imposed for the over-loading of an entered ship.

From each claim in respect of fines a deduction of £10 shall be made.

(j) THE DEFENCE OF and obtaining redress for MEMBERS in cases of interference by any lawful authority of any country or its surveyors, which the Committee shall consider unwarranted or as requiring investigation, but the Association shall be under no liability for repairs or alterations or demurrage or damages.

(k) THE DEFENCE OF the interests of A MEMBER in AN ENQUIRY conducted by THE LAWFUL AUTHORITY of any country relating to a ship entered in this Class and which may appear likely to involve a claim against which the Member is indemnified in this Class, provided that the costs of such defence are incurred with the previous written assent of the Association.

(l) CARGO'S PROPORTION OF GENERAL AVERAGE, special charges included, which is not legally recoverable solely by reason of a breach of the contract of carriage.

Note.—Attention is directed to Rule 8 (*h*).

(m) SHIP'S PROPORTION OF GENERAL AVERAGE, Salvage Charges and/or Sue and Labour Expenses not recoverable under the policies covering Hull and Machinery and Excess Liabilities by reason of the difference between the total amounts insured in those policies and the sound value on which the contributing value is based in any adjustment in which the sound value is a value in a country other than that in which the vessel is managed. Provided that if the Committee considers the amounts insured to be inadequate it may in its sole discretion refuse to pass the whole or any part of the claim.

(n) Any claims or losses incident to the business of Shipowning which, in the sole discretion of the Committee, come within the scope of the Association.

From Rule 7 (*n*) are specially excepted losses consequent on the cancelling of any charter-party, losses in the nature of bad debts, or losses consequent on the insolvency or fraud of agents, any claim for loss of or damage to refrigerating chambers or machinery or other special fittings, quarantine charges, salvage, and any matters undertaken by the Freight, Demurrage and Defence Associations. Provided that in case of loss by bad debts or detention or port charges which in the opinion of the Committee would not have been incurred but for steps taken for the protection of the Association the Committee may admit a claim in respect thereof or of such part thereof as they may consider just, Rule 8 (*e*) notwithstanding.

From all cargo claims under Rule 7 (*n*) in respect of any one cargo the following deductions shall be made :—

£40 in the case of ships of 1,600 tons net register or upwards, or 6d. per ton (but not less than £10) below 1,600 tons.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Notwithstanding anything contained above to the contrary, a deductible franchise of 1s. 0d. per gross ton, or £200, whichever be the less, shall be applied to all claims in respect of each general cargo carried on each single voyage.

These deductions shall not be cumulative and shall not apply to costs incurred with the authority or approval of the Association.

COSTS AND CHARGES.

(o) COSTS and charges, not elsewhere referred to in these Rules, which a Member may become liable to pay in respect of any liability or expense against which he is protected or indemnified in this Class, provided that there shall be no recovery under this Rule if the claim against the Member is for an amount less than the deductible imposed by these Rules or by any special agreement under Rule 9.

No Member shall have any claim under Rule 7 (*o*) unless the costs and charges shall have been incurred with the consent in writing of the Association, or the Committee shall be satisfied that such consent could not under the circumstances have been obtained in time, or the Committee shall in their discretion be satisfied that such costs and charges were reasonably incurred.

(p) COSTS and charges which a Member may incur by direction of the Association in cases where the Committee consider that the interests of the Members are or may be affected.

PROVISOES.

8. (*a*) Every ship entered for protection and indemnity in this Class shall, during the full period of entry, be deemed to be insured for her full value by the usual form of Lloyd's Policy with the Institute Time Clauses Hulls including the Running Down Clause attached, and to be insured for her full value against War Risks by entry in and by the policies of Class 7 (War Risks) of this Association, or by some other equally wide insurances, and if her full value be less than the equivalent of £24 per gross register ton to be insured by excess policies against three-fourths collision liability for the deficiency. No Member shall be entitled to receive in this Class any amount for which he is deemed to be insured as aforesaid or which he is entitled or but for his entry in this Class would be entitled to recover under any other insurance or otherwise howsoever. **Other Insurances.**

Each Member warrants that every ship entered by him for protection and indemnity in this Class is and shall during the full period of entry be fully classed in Lloyd's or other recognised Classification Society, provided that the Association may at any time or times waive compliance with this warranty for such periods and upon such terms as may appear to it expedient.

(*b*) No Member shall have any claim for loss of or damage to perishable cargo carried in insulated or refrigerating chambers, unless the spaces, apparatus, and the means used for the carriage and safe custody thereof have been certified and approved by Lloyd's or other Classification Surveyor before the commencement of each voyage and the Managers have approved the protective clauses in the contracts of carriage and the instructions given to those on board the vessel. The Managers may make such approval conditional upon the Member electing either to prepay an additional premium of one penny per voyage per unit of 40 cubic feet of the vessel's refrigerated cargo space, as ascertained by the Classification Society, or to bear the first 20 per cent. of all such claims. **Perishable cargo in insulated spaces.**

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

PROTECTING AND INDEMNITY.

High Valued Cargo.

(c) No Member shall have any claim for loss of or damage to specie, bullion, precious metals, precious stones, plate, jewellery, objects of a rare or precious nature, bank notes, bonds or negotiable documents, unless the same are carried in a suitable strong-room and appropriate instructions have been given for safe custody.

Where the value of any cargo (whether of the foregoing description or not) is declared upon the bill of lading or other contract of carriage and is in excess of £1,000 (or the equivalent in other currency) per unit piece or package the liability of the Association shall not exceed £1,000 per unit piece or package unless such higher value has been declared to the Association and the Member has effected for the benefit of the Association such insurance of the liability in excess of £1,000 as the Association may require. The Member shall pay the whole or such part of the cost of such insurance as the Association may require. Provided that the Committee may admit a claim in whole or in part if, in their discretion, they consider the Member has not had reasonable opportunity to declare and insure.

Towage by entered ship.

(d) No Member shall have any claim arising out of or relating to any agreement or contract for the towage of any other ship or thing whatsoever, save and except in cases where the Committee in the exercise of their sole discretion regard such claim as coming within the scope of the Association.

Damage to entered ship, loss of Freight, etc.

(e) No Member shall have any claim for loss of or damage to an entered ship or her tackle, apparel, furniture, stores, fittings, equipment or provisions, or for any proportion thereof, or for the costs or charges of repairing an entered ship; or for loss of freight or hire or any proportion thereof; or for salvage (other than life salvage); or for loss arising out of the cancellation of a Charter or other engagement of an entered ship; or bad debts or insolvency of agents; or for demurrage on or detention of an entered ship.

Member's own Cargo.

(f) Where cargo on board an entered ship is the property of the Member, such cargo shall be deemed to be carried on a contract containing exemptions from liabilities no less favourable to the Carrier than those contained in the Hague Rules and to be insured for its full value at time of shipment by the usual form of Lloyd's Policy with the customary Cargo Clauses attached, and the Member shall be entitled to protection and indemnity corresponding with the liabilities he would have incurred if the cargo had belonged to another person, but only for the excess (if any) of the amount which would be recoverable under the insurance referred to.

War Risks.

(g) No Member shall be entitled to protection or indemnity in respect of any liability or expense whatsoever arising out of or in consequence of the operation of any of the perils, risks or occurrences enumerated in Lloyd's Free of Capture and Seizure Clause, provided nevertheless and notwithstanding Rule 8 (*a*) that a Member by special agreement and upon such terms as may be agreed with the Managers may nevertheless be protected in respect of any liability or expense for life salvage, loss of life, personal injury or illness, or hospital, medical or funeral or other expenses resulting therefrom, maintenance or repatriation, putting into port to land sick or injured persons, sending abroad, securing, engaging, repatriating or deporting substitutes, wages during unemployment consequent on shipwreck, loss of crew's effects, or cost of removal of wreck, to the extent that such liability or expense is covered by the policies of Class 7 (War Risks) of this Association. Provided further that nothing in this paragraph shall operate to exclude a claim for a fine which would otherwise be recoverable under Rule 7 (i).

Deviation.

(h) No Claim shall be admissible under Rule 7 (*h*) or 7 (*i*) where the Member has become liable or cargo's proportion of General Average

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

is irrecoverable in consequence of deviation, unless in the case of a deviation authorised by the Member he has prior thereto given notice of the intended deviation to the Association, or in the case of a deviation without his authority he has given notice to the Association immediately upon receiving information thereof. Provided that the Committee may admit such a claim either in part or in whole notwithstanding the failure of the Member to give such notice as aforesaid if the Committee in their discretion consider that the Member had reasonable grounds for believing that no deviation was to be or had been made. The Member shall pay the whole or such part (if any) as the Association may require of the cost of any insurance deemed necessary by the Association.

Note.—If the contract of carriage contains a Voyage Clause approved by the Association the necessity of effecting a special insurance may be avoided. The Voyage Clause recommended by the Association is printed at page 42.

(i) When a Member for whose account a ship is entered in this Class is entitled to limit his liability, the liability of this Class shall not exceed the amount of such limitation or, if the ship is not entered for her full tonnage, such proportion of the said amount as the entered tonnage bears to the gross register tonnage. A Member for whose account a ship is entered in this Class and who is not the registered Owner or Demise Charterer thereof shall be deemed to be entitled to all the limitations of liability which would apply if he were the registered Owner or Demise Charterer of the vessel and were entitled to limit liability, and the liability of this Class shall be limited accordingly, unless the Association shall before entry have agreed in writing to an increase in the Association's liability. **Limitation of Liability.**

By Demise Charterer is meant a Charterer who has the sole possession of the ship and sole control of its management and crew.

(j) No claim shall be recoverable if it arises out of or is consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade, or performing any voyage or being employed in any trade if the Committee shall have determined such voyage or trade to be unsafe or improper and the Managers shall have given notice to the Member of such decision prior to the engagement of the ship on such voyage or in such trade. **Contraband, etc.**

(k) A Member shall, at the discretion of the Committee, be liable to have a deduction made from any claim where the Committee shall be of opinion that the Member has not taken such steps to protect his interests as he would have done if the ship had not been entered in this Class. This deduction shall be of such an amount as the Committee in its discretion shall decide. **Deduction at Discretion of Committee.**

(l) No Member shall have any claim arising out of or in consequence of the emission of ionising radiations from or the toxic, explosive or other hazardous properties of nuclear fuels or radioactive products or waste carried in an entered ship, with the exception of radio isotopes which are used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes and are carried as cargo and with such further exceptions and on such conditions as the Committee shall approve. **Nuclear Material.**

GENERAL.

9. The Committee may, notwithstanding anything in the Rules to the contrary, agree at any time to the acceptance and/or variation of entries upon special terms as to contribution, extent of risks covered and/or otherwise howsoever, and to the acceptance of reinsurances, and may agree to follow the settlements of the reassured, and the Committee may reinsure **Special terms and reinsurances.**

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

PROTECTING AND INDEMNITY.

the whole or any portion of the risks of the Association upon such terms as they may think fit.

9A. The Committee may notwithstanding anything in the Rules determine that at any time after the 20th February, 1962, this Class shall take over and assume responsibility for all the liabilities as at such time then outstanding (whether then quantified or the subject of a claim or not) of the Indemnity Class of the Association (now continuing to exist and operate for the purpose only of winding up its affairs) on such terms as to the transfer to this Class of the remaining funds of such Indemnity Class (or any part of such funds) and of the benefit of any then outstanding further calls made in such Indemnity Class as the Committee may in its absolute discretion determine.

Bye-laws ★ 10. The Committee of this Class may cause this Association, in respect of such Members of this Class as are eligible, to become a Member of the Chamber of Shipping of the United Kingdom and of the Shipping Federation Limited or any similar Association and may pay to them such calls, subscriptions or grants as are payable under their regulations or as the Committee may determine. The Committee may from time to time adopt or pass Bye-laws ordering and prescribing that the conditions and/or form of Contract of Carriage generally, or for any particular trade or trades, or for any particular port or ports, shall be in a prescribed form. From and after the coming into operation of such Bye-law every Member or Owner shall as regards the ships entered by him in this Class conform thereto in respect of all contracts or engagements entered into by him or on his behalf, so far as the said Bye-law may apply. If any Member shall commit a breach of any such Bye-law, the Committee may reject or reduce any claim made by the Member to the extent to which it would not have arisen if he had complied with the Bye-law and may further impose such terms on the said Member as to them may seem fit as a condition of the continuance of the entry of the Member's ship or ships in this Class.

Settlement of claims. 11. The Committee shall meet once in each month, or oftener, for the purpose of settling claims, and such claims, charges and expenses as they may adjust shall be paid within seven days thereafter if the calls collected as hereinafter provided shall suffice for that purpose, and if they do not suffice then calls upon the Members liable shall be made as the Committee may determine and the claims, charges and expenses be paid accordingly.

12. No Member of the Committee shall vote upon any claim in which he is in any way interested.

Notice of claim required. 13. No claim shall be settled nor shall any liability be admitted by or on behalf of a Member without the prior consent in writing of the Association, which may direct whether a claim or liability shall be contested compromised or settled. Every claim shall be notified as soon as possible, but in no case later than twelve months after the Member has received notice that the claim is or may be made against him. If any claim is settled or if any liability is admitted without such consent or if such notice as aforesaid is not given, or if a claim or liability is contested compromised or settled without or contrary to any such direction as aforesaid, the Committee shall have power to reject the claim or to reduce the sum payable by the Association in respect thereof. All such vouchers, survey reports, adjustments and other documents in support of each claim as the Managers may require shall be produced to them.

Calls. 14. In respect of each year commencing on the 20th February an Advance Call at such rate as the Committee may have authorised shall be payable on the contributing tonnage of each entered ship on such date or by such instalments payable on such dates as the Committee may direct. If the claims and expenses and outgoings and provision for anticipated claims

★ For BYE-LAWS see pages 39, 40 and 41.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

expenses and outgoings of such year, and the excess of the claims expenses and outgoings of any previous years over the provisions or reserves made therefor, and the setting up of such reserves as the Committee may deem expedient, should exceed the contributions raised by the Advance Call, then in order to make good the deficiency further calls on the entered ships may be made at such times and at such rates per contributing ton or for such percentage of the Advance Call authorised as the Committee may order and shall be payable on fourteen days' notice. In respect of an entry made after the 20th February or withdrawn, cancelled or terminated before the 20th February next following, the Member shall be liable for all calls in proportion to the period of cover. After collection of calls and interest thereon and payment of claims costs charges expenses and returns and provision for calls irrecoverable and of such reserves as the Committee may deem expedient, the balance (if any) or any part thereof from time to time remaining to the credit of this Class in respect of the year for which the calls were made may at any time be retained and applied for the purposes of this Class in such manner as the Committee may in their absolute discretion determine; or the Committee may at any time order that the whole or any part of such balance be returned to the Members of this Class in the year for which the calls were made in proportion to the amount of the calls respectively contributed by them for that year. Provided always that nothing herein shall prejudice the rights and remedies of the Association against Members for the said calls.

Laid up Returns.

15. A ship in any safe port for thirty or more consecutive days after finally mooring there computed from day of arrival to day of departure, one only being included, shall be allowed a *pro rata* return of 50 per cent. of the calls for such period provided that written notice be given at the commencement and termination of such period or as soon after as practicable. Whilst during such period a ship is laid up without crew and cargo, the *pro rata* return shall be 95 per cent.

Withdrawal of entry.

16. Any Member may, upon giving to the Managers not less than thirty days' notice in writing, withdraw from noon of the next succeeding 20th February the whole or part of any ship in respect of which he shall, at the time of giving such notice, be entitled to protection and indemnity under these Rules. A ship shall not be withdrawn at any other time or in any other manner except with the consent of the Committee.

Cancellation of entry.

17. When a ship has been lost or sold the Member in whose name she is entered under these Rules shall be entitled to have such entry cancelled at the date of his giving written notice of such loss or sale or such earlier date as the Committee may deem reasonable: and a missing ship shall be considered to have been lost on the day when she was heard of last.

Termination of entry by Association.

18. The Association may at any time by seven days' notice to a Member terminate the entry of the whole or any part of any ship which is entered in this Class.

Mortgage Default, Bankruptcy, etc.

19. A Member shall cease to be protected and indemnified in respect of an entered ship if the ship or his share therein be mortgaged or otherwise hypothecated by him at or after entry, unless before a claim arises an undertaking or guarantee approved by the Managers has been given to pay all calls and contributions due or to become due to the Association in respect of the ship or of his share therein : but the Managers may, in any case in which it is deemed expedient so to do, waive this provision in whole or in part. If a Member ceases to be protected and indemnified in consequence of the mortgage or hypothecation of any entered ship there shall be no liability upon the Association for any claims whether past or future in respect of that ship, but the Member shall remain liable to the Association for all calls and contributions due or to become due in respect of the ship or of his share therein.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

PROTECTING AND INDEMNITY.

A Member shall cease to be protected and indemnified in respect of all ships entered by him upon the happening of any of the following events :—

(*a*) if he fails to pay when due whether in this Class or in any other Class any amount due by him to the Association;

(*b*) if he suspends payment, makes any arrangements or composition with his creditors generally or being an individual becomes bankrupt or being a body corporate goes into liquidation, provided that the Managers may waive the provisions contained in this and the preceding sub-paragraph of this Rule if an undertaking or guarantee approved by the Managers is given to pay all calls and contributions due or to become due to the Association;

(*c*) if any person giving an undertaking or guarantee under this Rule fails on demand to discharge his liability thereunder or suspends payment, makes any arrangement or composition with his creditors generally, becomes bankrupt or goes into liquidation, unless a fresh undertaking or guarantee as aforesaid be tendered to and be approved by the Managers.

If a Member ceases to be protected and indemnified in respect of all ships entered by him in consequence of the provisions of sub-paragraphs (*a*), (*b*) or (*c*) of this Rule there shall be no liability on the Association for any claims whether past or future in respect of any such ships but the Member shall remain liable to the Association for all calls and contributions due or to become due in respect of the said ships or of his share therein.

The Committee in any case arising under this Rule shall have power to admit a claim after the Member has ceased to be protected and indemnified to the extent only of the calls and contributions (if any) already accrued due from the Member but unpaid, so that the claim may be set off against such unpaid calls and contributions.

Release. 20 The Association may, but shall not be compelled to, release any Member from future liability to contribute in respect of tonnage which is or has been entered in this class upon such terms as the Managers may certify to be expedient. The Association shall also have power to assess the liability of a Member to future Calls in respect of a ship which has ceased to be entered in this Class or in respect of which the Member has ceased to be protected and indemnified, and the amount of such assessment shall be payable by the Member on demand.

Joint Entry. 21. If any entry be effected in the names of more persons than one having interests of the same nature they shall be jointly and severally liable to pay all contributions accruing due to the Association in respect of such entry; and the receipt of any one of such persons for any moneys payable by the Association in respect of any entry shall be a sufficient discharge for the same.

Signature of Cheques. 22. All cheques shall be signed by one Member of the Committee and countersigned by the Managers, but the Committee may authorise signature by the Managers alone.

Provision for expenses. 23. Towards the expenses attendant on carrying into effect the purposes and objects of the said Association, each Member shall, on becoming such Member, and afterwards on the 20th of February in each and every year, pay to the Managers twopence halfpenny per ton on the tonnage entered in this Class by such Member.

Assignment. 24. No assignment of interest under these Rules shall have any effect unless and until the assignor has notified such assignment to the Managers of the Association and they have approved the same, but the Association shall on receiving notice of such assignment be entitled to cancel the entry in respect of which such assignment has been made by giving ten days' notice to that effect to the assignor and assignee: and in any case the Association shall be entitled in settling a claim presented by an

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

assignee to retain such an amount as the Managers may then estimate would suffice to satisfy and discharge all liabilities then existing or likely to accrue thereafter of the assignor.

Arbitration.

25. Any difference or dispute whatsoever between any Member and the Association touching any claim made by the Member shall be referred to the decision of a single arbitrator to be appointed by the parties or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators (of whom one shall be appointed by each of the parties in difference) and an umpire to be appointed by the two arbitrators before entering upon the reference; but no Member of the Association shall act as arbitrator or umpire. The umpire shall sit with the arbitrators and preside at their meeting during the reference. The meetings shall be held in London. The tribunal shall have power to receive and act upon such evidence, whether oral or written or whether strictly admissible as evidence or not, as it shall think fit. The submission to arbitration shall be subject to the provisions of the Arbitration Act 1950 and any statutory modification thereof. No Member shall be entitled to maintain any action or other proceeding against the Association in respect of any claim in this Class, unless and until the claim shall have been submitted to the Committee and they shall have given their decision thereon or shall have made default for one month in so doing, and if such decision be disputed or such default be made, unless and until the claim shall have been referred to arbitration in manner herein provided and the award shall have been published, and then only for the sum so ascertained to be payable by the Association.

Alteration of Rules.

26. Any Member wishing to propose any alteration in the Rules at any General Meeting shall give written notice specifying the same to the Managers who will submit the same to the Committee. If the Committee think fit they may direct the Managers to summon a meeting of the Members of this Class as provided by the Articles.

The Committee may at any of their meetings propose any alterations in the Rules and direct the Managers to summon a meeting of the Members of this Class to consider the same.

Notices.

27. All notices required to be given to the Association under these Rules shall be addressed to the Managers and be in writing.

28. Any notice required to be given to a Member under these Rules may be sent to his registered address as furnished by him in writing to the Association, by post, or if such address be outside the United Kingdom, by telegraph, and failing such an address may be left at the office of the Association for such Member and shall be deemed to have been duly served at noon on the day after the same is put in the post or telegraph office or left at the office of the Association as the case may be.

29. Words defined in the Articles shall have the same meaning in these Rules.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

CLASS 7—WAR RISKS.

RULES.

DIVISION I. HULL AND MACHINERY.

1. These Rules are subject to the Memorandum and Articles of Association of THE LONDON STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION, LIMITED (hereinafter called "the Association"), and the Members for the time being of this Division shall form a separate Division within Class 7 (War Risks) of the said Association. All losses and expenses of this Division shall be borne only by the Members thereof. The cover afforded by this Division is as set out in the Policies of this Division, all the provisions whereof are subject to these Rules.

The Policies to be issued shall be in such form as the Committee may from time to time decide and shall provide for the acceptance by the Member of the Government Tonnage Replacement Account Agreement No. 2.

The Committee and Managers of the said Association shall be the Committee and Managers of the said Division.

2. Every person entering a ship for insurance in this Division shall sign an entry form and give such particulars as may be required by the Committee (hereinafter and in the Policies called "the Committee"). Every ship entered shall, subject to the terms of the Policy, be insured to noon on 20th February then next following and this Division may also afford cover not provided by such Policy at such rate of premium as may from time to time be fixed by the Committee and may also issue Policies on freight, disbursements or other interests on entered ships.

3. Unless otherwise specially agreed the insured value of each entered ship shall be the value from time to time determined by the Committee with the concurrence of the Minister of Transport to be its fair value for insurance purposes under the Reinsurance Agreement dated 18th February, 1954, made between the Minister of Transport and Civil Aviation and this and other Associations or any amendment thereof and the insured value shall be altered whether retrospectively or not so that it shall at all times be the same as so determined for the purpose of the said Reinsurance Agreement and the requisite alteration shall be made in the amount entered. The Committee may also by giving seven days' notice require the valuation in any Policy to be altered as they may decide so far as regards the future cover and such altered valuation shall, from such time as the Committee may direct, be deemed to be the insured value and the amount entered shall as from that date be altered in proportion to the alteration in the value.

4. The maximum line to be accepted in this Division on any one vessel or interest therein shall be fixed from time to time by the Committee.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

5. The losses and expenses of this Division shall be provided for by mutual contribution by each Member and by the premiums. The basis of contribution by each Member shall, save as otherwise provided in these Rules, be the amount entered in this Division by him *pro rata* to the total amount entered in the Division at the time the loss or claim arises. The Committee are empowered if in their absolute discretion they think fit to make such allowances, returns or rebates for laying up or other special circumstances in any particular case or cases as they may consider just with a view to the more equitable apportionment of the burden having regard to the intention of the Association. All calls shall be made by the Committee and the decision of the Committee as to date of loss or amount entered at the date thereof and the amount of the call or otherwise in relation thereto shall be conclusive on all parties and the certificate of the Managers of the Association shall be conclusive evidence of the amount due from any Member in respect thereof. A Member making a claim shall contribute to the call in respect thereof. The amount due in respect of any call shall be paid within 30 days of the posting of the Notice to the Member. Any deficiency arising from the failure or inability of any person to meet the amount due from him shall be borne rateably by the other Members and the Committee shall be at liberty to make such calls from time to time on account of anticipated or actual claims and working expenses as they may think fit. The balance (if any) from time to time remaining to the credit of this Division in respect of the year in which the premiums or calls were paid or made may at any time be retained and applied for the purposes of this Division in such manner as the Committee may in their absolute discretion determine ; or the Committee may at any time order that the whole or any part of such balance be returned to the Members of this Division in the year for which the premiums or calls were paid or made in proportion to the amount of the premiums or calls respectively contributed by them for that year.

6. A contribution of sixpence per cent. on the sum insured but not less than five guineas in respect of any one ship shall be payable on the entry of any ship and a like sum shall be payable on the re-entry of the ship on the 20th February in each succeeding year.

7. Save as herein or in the Policy expressly mentioned, the cover afforded shall continue from noon on the date of acceptance of entry or from the agreed date of commencement of risk until noon on the 20th February then next following and if the entry be not withdrawn by notice in writing before the 31st December in any year it shall be continued as a re-entry for the ensuing year from noon on the 20th February then next following unless the Committee on or before the 31st January give notice to the Member that they are not willing to renew the entry of the ship.

8. A Member shall, at the discretion of the Committee, be liable to a deduction not exceeding 25 per cent. from any claim where the Committee shall be of opinion that the Member has not taken such steps to protect his interests as he would have done if the ship had not been entered under these Rules.

9. The Association by resolution of the Committee may at any time alter, repeal or add to these Rules and/or the provisions of the Policy in any way that they may think fit for enlarging, altering or restricting the cover thereafter to be afforded or by varying the rates of contribution payable by the respective Members in accordance with the circumstances affecting, or which the Committee may consider affect, the War Risks to which any particular ship or ships may be exposed.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

WAR RISKS—DIV. I.

10. The Committee shall at all times have power to give to any Member or Members such orders, directions and recommendations as it may in its absolute discretion think fit. Whenever so required each Member shall give in writing the fullest possible information as to the employment and position of every ship entered by him and any other relevant information required. Each Member shall comply with the requirements of the Policy and with all orders, directions and recommendations of the Committee, and shall disclose to the Managers from time to time any additional insurance effected or proposed to be effected by him with parties other than the Association in respect of any interest however described which would become payable in the event of the loss of an entered vessel by risks covered by this Division.

11. For all purposes of any Policy or of these Rules the Committee shall have the sole right of determining what is and what is not a safe port or place or a place of safety and the date which is to be deemed that of the declaration of war or outbreak of hostilities.

12. A ship entered in this Division shall cease to be insured :—

(*a*) From the date of any transfer of the ship otherwise than by way of mortgage or a transfer of the management of the ship by the Member or his firm unless with the written consent of the Association.

(*b*) If default is made in payment of any call within the 30 days allowed by Rule 5.

(*c*) If the ship or share be mortgaged or assigned at or after entry, unless before a claim arises a cash deposit or an undertaking approved by the Managers of the Association and registered by them has been given to pay all contributions due or to become due.

(*d*) If the Member becomes bankrupt or insolvent, or, being a company, is compulsorily wound up or becomes insolvent, unless before a claim arises an undertaking approved by the Managers of the Association and registered by them has been given to pay all contributions due or to become due.

(*e*) If any person giving an undertaking under this Rule fail to discharge his liability within seven days of notice being posted to him of a claim upon him.

So long as any Member is uninsured in consequence of the operation of paragraphs (*b*), (*c*), (*d*) or (*e*) of this Rule there shall be no liability on the part of the Association for any previous or subsequent claims but the Member shall nevertheless remain liable for contributions for all losses and expenses until noon on the 20th February then next following. The Committee, however, may at their discretion admit the claim of such Member to the extent of the contributions which he is liable to pay to the intent that such claims may be set off against such contributions.

13. A Member provided due notice is given in writing shall cease to be liable for contribution in respect of any ship for losses or expenses arising :—

(*a*) After noon on the day on which the ship has been legally transferred by Bill of Sale.

(*b*) After the time when the ship is actually lost free of claim on the Association for such loss.

(*c*) After ten days from the ship being last heard of in the case of a ship posted at Lloyd's as missing free of claim on the Association for such loss.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Provided always that the Committee are satisfied in their absolute discretion that at the time of such transfer or loss hostilities affecting or likely to affect British vessels were not imminent or in progress, otherwise a Member shall contribute in respect of any such ship to all claims arising during the year ending on 20th February next following such transfer or loss in proportion to the period the said ship was on risk during that year.

In respect of any ship lost with claim on the Association a Member shall contribute to all claims arising during the year ending on 20th February next following such loss in proportion to the period the said ship was on risk during that year.

14. A Member who has ceased to be liable under the preceding Rule may be released from contribution in respect of claims arising previously to the sale or loss of his vessel as aforesaid on such terms as the Managers of the Association shall decide.

15. No assignment under a Policy so as to pass beneficial interest therein shall have any effect in transferring or assigning such interest unless the same shall have been endorsed on the Policy by the Member and approved and registered by the Managers of the Association.

16. The Committee or any Sub-Committee appointed by them have power at any time by way of pooling with any other similar Association or in any other manner whatsoever to undertake and/or to effect reinsurances and any losses or expenditure in connection therewith will be borne as losses and expenses of the Association.

17. The Committee may agree to and join in any Government dependants' scheme and any other Government compensation or insurance scheme for the benefit of masters and seamen and any losses and expenses in connection with such scheme shall be borne by the funds of this Division.

18. Notwithstanding anything hereinbefore contained, actual payment (which shall be made out of moneys belonging to him absolutely and not by way of loan or otherwise) by the Member of the claim or demand shall, if the Committee so decide in respect of any claim or demand, be a condition precedent to the right of the Member to recover and the obligation of the Association to satisfy and make good.

19. In the event of any loss being settled or paid by the Association under any Policy the Association shall be subrogated to all the rights of the Member in relation to the subject-matter insured and the Member shall afford to the Association all possible assistance in making good a claim as against third parties or effecting a recovery of the subject matter of the insurance.

20. Should any difference arise between the Association and a Member or any person claiming under any Policy relative to the settlement of any claim for loss of or damage to the subject-matter insured or any other claim relating to the business of the Association such difference shall be referred to a single arbitrator to be agreed between the parties or, failing agreement upon an arbitrator within seven days of written notice to that effect, then to two arbitrators one to be appointed by each party or to an umpire to be appointed by the two arbitrators.

21. All notices of any kind necessary under any Policy or entry are to be addressed to the Managers of the Association and any notice to be given to a Member may be given in the manner prescribed by the Articles of Association.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

DIVISION II.

FREIGHTS, PREMIUMS, DISBURSEMENTS.

1. These Rules are subject to the Memorandum and Articles of Association of THE LONDON STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION, LIMITED (hereinafter called "the Association"), and the Members for the time being of this Division shall form a separate Division within Class 7 (War Risks) of the said Association. All losses and expenses of this Division shall be borne only by the Members thereof. **The cover afforded by this Division is as set out in the Policies of this Division, all the provisions whereof are subject to these Rules.**

The Policies to be issued shall be in such form as the Committee may from time to time decide.

The Committee and Managers of the said Association shall be the Committee and Managers of the said Division.

2. Every person entering a ship for insurance in this Division shall sign an entry form and give such particulars as may be required by the Committee of the Association (hereinafter and in the Policies called "the Committee"). Every ship entered shall subject to the terms of the Policy be insured to noon on the 20th February then next following. This Division may also afford cover not provided by such Policies at such rate of premium as may from time to time be fixed by the Committee.

3. The Committee may by giving seven days' notice require the amount entered on any ship to be altered as they may decide so far as regards the future cover and such amount shall, from such time as the Committee may direct, be adopted in all Policies subsequently issued.

4. The maximum line to be accepted in this Division on any one vessel or interest therein shall be fixed from time to time by the Committee.

5. The losses and expenses of this Division shall be provided for by mutual contribution by each Member and by the premiums. The basis of contribution by each Member shall, save as otherwise provided in these Rules, be the amount entered in this Division by him *pro rata* to the total amount entered in the Division at the time the loss or claim arises. The Committee are empowered if in their absolute discretion they think fit to make such allowances, returns or rebates for laying up or other special circumstances in any particular case or cases as they may consider just with a view to the more equitable apportionment of the burden having regard to the intention of the Association. All calls shall be made by the Committee and the decision of the Committee as to date of loss or amount entered at the date thereof and the amount of the call or otherwise in relation thereto shall be conclusive on all parties and the certificate of the Managers of the Association shall be conclusive evidence of the amount due from any Member in respect thereof. A Member making a claim shall contribute to the call in respect thereof. The amount due in respect of any call shall be paid within 30 days of the posting of the Notice to the

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Member. Any deficiency arising from the failure or inability of any person to meet the amount due from him shall be borne rateably by the other Members and the Committee shall be at liberty to make such calls from time to time on account of anticipated or actual claims and working expenses as they may think fit. The balance (if any) from time to time remaining to the credit of this Division in respect of the year in which the premiums or calls were paid or made may at any time be retained and applied for the purposes of this Division in such manner as the Committee may in their absolute discretion determine ; or the Committee may at any time order that the whole or any part of such balance be returned to the Members of this Division in the year for which the premiums or calls were paid or made in proportion to the amount of the premiums or calls respectively contributed by them for that year.

6. A contribution of threepence per cent. on the sum insured but not less than two guineas in respect of any one ship shall be payable on the entry of any ship and a like sum shall be payable on the re-entry of the ship on the 20th February in each succeeding year.

7. Save as herein or in the Policy expressly mentioned, the cover afforded shall continue from noon on the date of acceptance of entry or from the agreed date of commencement of risk until noon on the 20th February then next following, and if the entry be not withdrawn by notice in writing before the 31st December in any year it shall be continued as a re-entry for the ensuing year from noon on the 20th February then next following unless the Committee on or before the 31st January give notice to the Member that they are not willing to renew the entry of the ship.

8. A Member shall, at the discretion of the Committee, be liable to a deduction not exceeding 25 per cent. from any claim where the Committee shall be of opinion that the Member has not taken such steps to protect his interests as he would have done if the ship had not been entered under these Rules.

9. The Association by resolution of the Committee may at any time alter, repeal or add to these Rules and/or the provisions of the Policy in any way that they may think fit for enlarging, altering or restricting the cover thereafter to be afforded or by varying the rate of contribution payable by the respective Members in accordance with the circumstances affecting, or which the Committee may consider affect, the War Risks to which any particular ship or ships may be exposed.

10. The Committee shall at all times have power to give to any Member or Members such orders, directions and recommendations as it may in its absolute discretion think fit. Whenever so required each Member shall give in writing the fullest possible information as to the employment and position of every ship entered by him and any other relevant information required. Each Member shall comply with the requirements of the Policy and with all orders, directions and recommendations of the Committee, and shall disclose to the Managers from time to time any additional insurance effected or proposed to be effected by him with parties other than the Association in respect of any interest however described which would become payable in the event of the loss of an entered vessel by risks covered by this Division.

11. For all purposes of any Policy or of these Rules the Committee shall have the sole right of determining what is and what is not a safe port or place or a place of safety and the date which is to be deemed that of the declaration of war or outbreak of hostilities.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

WAR RISKS—DIV. II.

12. A ship entered in this Division shall cease to be insured :—

(*a*) From the date of any transfer of the ship otherwise than by way of mortgage or a transfer of the management of the ship by the Member or his firm unless with the written consent of the Association.

(*b*) If default is made in payment of any call within the 30 days allowed by Rule 5.

(*c*) If the ship or share be mortgaged or assigned at or after entry, unless before a claim arises a cash deposit or an undertaking approved by the Managers of the Association and registered by them has been given to pay all contributions due or to become due.

(*d*) If the Member becomes bankrupt or insolvent, or, being a company, is compulsorily wound up or becomes insolvent, unless before a claim arises an undertaking approved by the Managers of the Association and registered by them has been given to pay all contributions due or to become due.

(*e*) If any person giving an undertaking under this Rule fail to discharge his liability within seven days of notice being posted to him of a claim upon him.

So long as any Member is uninsured in consequence of the operation of paragraphs (*b*), (*c*), (*d*) or (*e*) of this Rule there shall be no liability on the part of the Association for any previous or subsequent claims but the Member shall nevertheless remain liable for contributions for all losses and expenses until noon on the 20th February then next following. The Committee, however, may at their discretion admit the claim of such Member to the extent of the contributions which he is liable to pay to the intent that such claims may be set off against such contributions.

13. A Member provided due notice is given in writing shall cease to be liable for contribution in respect of any ship for losses or expenses arising :—

(*a*) After noon on the day on which the ship has been legally transferred by Bill of Sale.

(*b*) After the time when the ship is actually lost free of claim on the Association for such loss.

(*c*) After ten days from the ship being last heard of in the case of a ship posted at Lloyd's as missing free of claim on the Association for such loss.

Provided always that the Committee are satisfied in their absolute discretion that at the time of such transfer or loss hostilities affecting or likely to affect British vessels were not imminent or in progress, otherwise a Member shall contribute in respect of any such ship to all claims arising during the year ending on 20th February next following such transfer or loss in proportion to the period the said ship was on risk during that year.

In respect of any ship lost with claim on the Association a Member shall contribute to all claims arising during the year ending on 20th February next following such loss in proportion to the period the said ship was on risk during that year.

14. A Member who has ceased to be liable under the preceding Rule may be released from contribution in respect of claims arising previously to the sale or loss of his vessel as aforesaid on such terms as the Managers of the Association shall decide.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

15. No assignment under a Policy so as to pass beneficial interest therein shall have any effect in transferring or assigning such interest unless the same shall have been endorsed on the Policy by the Member and approved and registered by the Managers of the Association.

16. The Committee or any Sub-Committee appointed by them have power at any time by way of pooling with any other similar Association or in any other manner whatsoever to undertake and/or to effect reinsurances and any losses or expenditure in connection therewith will be borne as losses and expenses of the Association.

17. In the event of any loss being settled or paid by the Association under any Policy the Association shall be subrogated to all the rights of the Member in relation to the subject-matter insured and the Member shall afford to the Association all possible assistance in making good a claim as against third parties or effecting a recovery of the subject-matter of the insurance.

18. Should any difference arise between the Association and a Member or any person claiming under any Policy relative to the settlement of any claim for loss of or damage to the subject-matter insured or any other claim relating to the business of the Association such difference shall be referred to a single arbitrator to be agreed between the parties or, failing agreement upon an arbitrator within 7 days of written notice to that effect, then to two arbitrators one to be appointed by each party or to an umpire to be appointed by the two arbitrators.

19. All notices of any kind necessary under any Policy or entry are to be addressed to the Managers of the Association and any notice to be given to a Member may be given in the manner prescribed by the Articles of Association.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

CLASS 8
FREIGHT, DEMURRAGE AND DEFENCE
RULES.

1. These Rules are subject to the Memorandum and Articles of Association of THE LONDON STEAM-SHIP OWNERS' MUTUAL INSURANCE ASSOCIATION, LIMITED (hereinafter called "the Association"), and the Members for the time being of this Class shall form one separate Class within the Association. The Managers and Committee of the Association shall be the Managers and Committee respectively of this Class.

2. Each Member of this Class for himself and for his heirs, executors, administrators and successors, agrees with the Association that each and every of the said Members shall and will observe and perform the several Rules and Regulations hereinafter contained (that is to say)—

Entry of Ships.

3. Each Member shall authorise the Managers to enter, or cause to be entered, after approval by the Committee, in the entry book of this Class, the name or names of his ship or ships in respect of which he shall be entitled to receive and liable to make contributions.

4. Before any ship shall be entered in this Class all such particulars as may be required by the Managers shall be delivered to the Managers upon such Entry Form as shall for the time being be in use by, or on behalf of, the Association, and such particulars shall be deemed to form part of the contract, and the acceptance of risk shall be subject to the approval of at least two members of the Committee. All entries and notices shall commence and be computed as from noon of the day on which the same shall be made or given.

Mutual Protection.

5. The Members shall, under these Rules severally and respectively (not jointly nor in partnership nor the one for the other of them but each only in his own name) insure each other in the manner and to the extent hereinafter specified in respect of the ships entered in this Class in accordance with the two preceding Rules from noon of date of entry of the respective ship, subject as hereinafter provided, until noon of the

Period of Protection.

20th day of February then next, and from that time until noon of the then next succeeding 20th day of February, and so on from year to year.

Member's right to recover.

6. In case any Member shall incur any costs or expenses in establishing, resisting or dealing with any of the claims or matters referred to in Rule 7 in respect of a ship entered in this Class at the time when such claim or matter arose then, to the extent and subject to the provisions set forth in these Rules, and to any special agreement under the Articles or these Rules such Member shall be entitled to recover, and the Association out of the funds of this Class shall satisfy and make good, such costs and expenses, or, if only a portion of the ship is entered, only the equivalent proportion of the total of the said costs or expenses. Provided always that, in the case of costs and expenses incurred or payable by a Member, actual payment (which shall be made out of moneys belonging to him absolutely and not by way of loan or otherwise) by the Member of the full amount of such costs and expenses shall, unless the Committee otherwise decide, be a condition precedent to the right of the Member to recover and to the obligation of the

Member's obligation to contribute.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

Association to satisfy and make good as aforesaid. The said funds shall, subject to the express provisions in the Rules and to any special agreement as aforesaid, be contributed to by each Member *pro rata* according to the number of ships entered in this Class and in all cases, subject as aforesaid, the Member in respect of whose ship any costs or expenses shall be incurred shall contribute rateably with the others to the payment thereof.

RISKS COVERED.

7. The costs and expenses referred to in Rule 6 are those in relation to the following claims or matters :—

(*i*) Freight, Dead Freight, Passage Money, General and Particular Average Contributions or Charges.

(*ii*) Demurrage, Damages for Detention or Dispatch Money.

(*iii*) Breach of any Charter Party, Bill of Lading or other Contract.

(*iv*) Detention from any cause by any Department of State, or Public or Local Body or Authority or other person or persons in authority; and if in such cases an entered ship be, by order of the Committee, allowed to remain under detention for the purpose of testing the legality of such detention, the Member shall be indemnified for his actual loss, by payment of such sum as the Committee in their discretion shall consider fair and reasonable, to the extent that such loss shall not be otherwise recovered.

(*v*) Supply of inferior or wrongly described bunkers equipment, or other necessaries, or negligent repair or alteration.

(*vi*) Improper Loading, Lightering, Stowage, Trimming, or Discharge of Cargo.

(*vii*) Overcharges in Accounts.

(*viii*) Amounts due from or to Underwriters on ship, cargo freight and other interests.

(*ix*) Salvage and towage services rendered by any entered ship.

(*x*) Representation of Members at Official Investigations, Coroners Inquests, or other Enquiries.

(*xi*) Claims by or against passengers; and, if the ship is entered in the Shipping Federation Ltd., by or against Masters, Officers or crew. If the ship is not so entered, claims by or against Masters, Officers or crew may be covered if before the event giving rise to the claim the Member has agreed to pay such additional Calls as may from time to time be decided on by the Committee.

(*xii*) Claims arising in connection with Building, Purchase, Sale, or Mortgage.

(*xiii*) Claims by or against Revenue or Customs authorities.

(*xiv*) Claims for damages or loss sustained by a Member which are not covered by the Policies on Hull and Machinery or Freight or which if covered are (apart from detention) below the 3 per cent. franchise. Provided always that such claims shall be subject to the approval of the Committee, who may in their absolute discretion refuse to cover a Member in respect thereof either wholly or in part.

(*xv*) Information and legal advice on matters of general concern to shipowners.

(*xvi*) Any matter which in the opinion of the Committee, is within the scope of this Class and is not excluded from the risks covered by this Class by Rule 8 (*i*) hereof.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

FREIGHT, DEMURRAGE AND DEFENCE

PROVISOES.

Other Insurances.

8. (i) Every ship entered in this Class shall, during the full period of entry be deemed to be insured for her full value by the usual form of Lloyd's Policy with the Institute Time Clauses Hulls including the Running Down Clause attached, and to be insured for her full value against War Risks by an entry in and by the policies of Class 7 (War Risks) of this Association, and to be insured by entry of her full gross registered tonnage in Class 5 (The Protecting and Indemnity) of this Association without any special terms and conditions, or by some other equally wide insurances. No Member shall be entitled to receive in this Class any amount which would be recoverable under the insurances aforesaid or which he is or would be entitled, but for his entry in this Class, to recover under any other insurance or otherwise howsoever.

Claims.

(ii) The cover afforded by this Class is limited [except as to the indemnity provided by Rule 7 (iv)] to the payment of Legal Costs, Charges, and Expenses of and incident to or in anticipation of Legal or other proceedings incurred with the sanction of the Association, which shall have sole and entire discretion as to what cases may be taken up, as to the conduct thereof, and as to the discontinuance or settlement of cases which have already been taken up with its assent. Provided always that instead of contesting cases where the probable cost will, in the opinion of the Committee, exceed the amount at stake, the Committee may pay out of the funds of this Class the whole or such portion of the claim as the Committee may in their absolute discretion consider just and reasonable.

Lack of care by Member.

(iii) No Member shall be entitled to the benefits of this Class in any case where, in the opinion of the Committee, the matter in dispute has arisen owing to the absence of reasonable care in the Chartering or Management of the entered ship.

(iv) No Member shall be entitled to the benefits of this Class who has not complied with all the requirements of the Association, or who shall make any false statement to or wilfully or negligently withholds from the Association or its Solicitors any documents or material information respecting any matter undertaken by the Association, or causes or knowingly permits any other person to do so, and any Member so offending shall be liable to, and shall pay on demand, all costs and expenses which may have been incurred or paid by the Association in consequence thereof and in relation thereto.

Without prejudice to the foregoing, in any case where an allegation is made against a Member which, if substantiated, would render the Member liable to pay Costs and Expenses in accordance with this Rule, such Member shall forthwith provide security to the satisfaction of the Association for the payment of the Costs and Expenses which may be incurred and, until such security is given, nothing further shall be done on behalf of the Member by the Association.

Contraband, etc.

(v) No Member shall be entitled to the benefits of this Class if the claim or matter arises out of or is consequent upon an entered ship carrying contraband, blockade running or being employed in an unlawful trade, or performing any voyage or being employed in any trade if the Committee shall have determined the same to be unsafe or improper and the Managers shall have given notice to the Member of such decision prior to the engagement of the ship on such voyage or in such trade.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

GENERAL.

Special terms and Reinsurances.

9. The Committee may, notwithstanding anything in the Rules to the contrary, agree at any time to the acceptance and/or variation of entries upon special terms as to contribution, extent of risks covered, and/or otherwise howsoever, and to the acceptance of reinsurances, and may agree to follow the settlements of the reassured, and the Committee may reinsure the whole or any portion of the risks of the Association upon such terms as they may think fit.

Bye-laws.

10. The Committee may cause this Association, in respect of such Members of this Class as are eligible, to become a Member of the Chamber of Shipping of the United Kingdom and of the Shipping Federation Limited or any similar Association and may pay to them such calls, subscriptions or grants as are payable under their regulations or as the Committee may determine. The Committee may from time to time adopt or pass Bye-laws ordering and prescribing that the conditions and/or form of Contract of Carriage generally, or for any particular trade or trades, or for any particular port or ports, shall be in a prescribed form. From and after the coming into operation of such Bye-law every Member or Owner shall as regards the ships entered by him in this Class conform thereto in respect of all contracts or engagements entered into by him or on his behalf, so far as the said Bye-law may apply. If any Member shall commit a breach of any such Bye-law, the Committee may reject or reduce any claim made by the Member to the extent to which it would not have arisen if he had complied with the Bye-law and may further impose such terms on the said Member as to them may seem fit as a condition of the continuance of the entry of the Member's ship or ships in this Class.

Conduct of Proceedings.

11. All legal proceedings shall, unless otherwise specifically directed or arranged by the Committee or the Managers be conducted by the Association's Solicitors under the control of the Committee and at the sole expense of the Association, but the Association shall not be responsible for costs incurred without its authority, nor for damages resulting from the arrest of any vessel, nor for the exercise of a lien on cargo, although such vessel may have been arrested or lien may have been exercised upon the advice of the Managers or Solicitors or Agents of the Association. Members shall not be entitled to require the Association to give bail or security for claims, but where the same shall have been given or arranged with the approval of the Association, the expense of so doing shall be allowable as Legal Costs.

Guarantee in collision cases.

12. When a Member seeks to recover through the Association damages for detention sustained in consequence of a collision with another vessel, stranding or other cause whatsoever, he or some other person or persons on his behalf, to be approved by the Association, must give to the Association a written undertaking or guarantee to be responsible for such proportion of the costs of any legal or other proceedings as the actual claim for damage to the ship bears to the claim for detention, the amount of such claims respectively to be agreed and inserted in the undertaking. In cases where other interests than those of this Class are concerned, this Class shall only be liable for such proportion of the unrecovered costs as the item of claim with which this Class is concerned would, in the opinion of the Committee, bear to the total claim.

Moneys recovered for Member.

13. All moneys recovered for any Member shall be paid to him without deduction of any commission or other sum except unpaid calls or other sums due by him to the Association, and except where pending proceedings have been settled or compromised for a lump sum which includes

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

costs, or without any provision as to the payment of costs, when in either of such events the Member shall suffer such deduction or make such payment as may be fixed by the Committee in respect of costs.

Notice of Claim.

14. Notice in writing of every event likely to lead to a claim on this Class shall forthwith be given to the Managers.

Settlement of Claims.

15. The Committee shall meet once in each month, or oftener, for the purpose of settling claims, and such claims, charges and expenses as they may adjust shall be paid within seven days thereafter if the calls collected as hereafter provided shall suffice for the purpose, and, if they do not suffice, calls upon the Members liable shall be made as the Committee may determine and the claims, charges and expenses be paid accordingly.

16. No Member of the Committee shall vote in respect of any proceedings or other matters in which he is in any way interested.

Calls.

17. The Committee, for the purposes of the payment of the costs and liabilities of this Class and of such other moneys as shall be required from time to time in carrying on the business of this Class, may at any time and from time to time as the occasion requires make a call upon the Members of the Class, and such call shall be payable on fourteen days' notice. In respect of an entry made after the 20th February or withdrawn, cancelled or terminated before the 20th February next following, the Member shall be liable for all calls in proportion to the period of cover. After collection of calls and interest thereon and the payment of costs, charges and expenses, and provision for calls irrecoverable, and of such reserves as may be expedient, the balance (if any) or any part thereof from time to time remaining to the credit of this Class in respect of the period for which the calls were made, may be retained and applied for the purposes of this Class in such manner as the Committee may in their absolute discretion determine, or the Committee may at any time order that the whole or any part thereof be returned to the Members of this Class in the period for which the calls were made in proportion to the amount of the calls respectively contributed by them for that period, provided always that nothing herein shall prejudice the rights and remedies of the Association against Members for the said calls.

Withdrawal of entry.

18. Any Member may, upon giving to the Managers not less than thirty days' notice in writing, withdraw from noon of the then next succeeding 20th February the whole or portion of any ship which shall, at the time of giving such notice, be entered in this Class. A ship shall not be withdrawn at any other time or in any other manner except with the consent of the Committee.

Cancellation of entry.

19. When a ship has been lost or sold the Member in whose name she is entered under these Rules shall be entitled to have such entry cancelled at the date of his giving written notice of such loss or sale or at such earlier date as the Committee may deem reasonable; and a missing ship shall be considered to have been lost on the day when she was heard of last.

Termination of entry by Association.

20. The Association may at any time by seven days' notice to a Member terminate the entry of the whole or any portion of any ship which shall, at the time of giving such notice, be entered in this Class.

Release.

21. The Association may, but shall not be compelled to, release any Member from future liability to contribute in respect of a ship which is, or has been entered in the Class, upon such terms as the Managers may certify to be expedient. The Association shall also have power to assess the liability of a Member to future Calls in respect of a ship which has ceased to be entered in this Class or in respect of which the Member has ceased to be entitled to the benefit of this Class, and the amount of such assessment shall be payable by the Member on demand.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

22. If any entry be effected in the names of more persons than one having interests of the same nature they shall be jointly and severally liable to pay all contributions accruing due to the Association in respect of such entry, and the receipt of any one of such persons for any moneys payable by the Association in respect of any entry shall be a sufficient discharge for the same. Joint Entry.

23. All cheques payable by the Association shall be signed by one Member of the Committee and countersigned by the Managers, but the Committee may authorise signature by the Managers alone. Signature of cheques.

24. Each Member of this Class shall, on becoming such Member and thereafter on the 20th February in each and every year, pay to the Managers, towards the expenses attendant on effecting the purposes and objects of this Class, the sum of ten guineas in respect of each ship entered in this Class by such Member. Provisions for expenses.

25. No assignment of interest under these Rules shall have any effect unless and until the assignor has notified such assignment to the Managers and they shall have approved the same, and in any case the Association shall be entitled, in settling a claim presented by an assignee, to retain such an amount as the Managers may then estimate shall suffice to satisfy and discharge all liabilities then existing or likely to accrue thereafter of the assignor. Assignment.

26. A Member shall cease to be entitled to the benefit of this Class in respect of an entered ship if the ship or his share therein be mortgaged or otherwise hypothecated by him at or after entry unless before a claim arises an undertaking or guarantee approved by the Managers be given to pay all calls and contributions due or to become due to the Association in respect of the ship or of his share therein, but the Managers may, in any case in which it is deemed expedient so to do, waive this provision in part or in whole. If a Member ceases to be entitled to the benefits of this Class in consequence of the mortgage or hypothecation of any entered ship there shall be no liability upon the Association for any claims in respect of that ship, but the Member shall remain liable to the Association for all calls and contributions due or to become due in respect of the ship or of his share therein. Mortgage, Default, Bankruptcy, etc.

A Member shall cease to be entitled to the benefits of this Class in respect of all ships entered by him upon the happening of any of the following events :—

(*a*) if he fails to pay when due whether in this Class or in any other Class any amount due by him to the Association;

(*b*) if he suspends payment, makes any arrangement or composition with his creditors generally or being an individual becomes bankrupt or being a body corporate goes into liquidation provided that the Committee may waive the provisions contained in this and the preceding sub-paragraph of this Rule if an undertaking or guarantee approved by the Managers is given to pay all calls and contributions due or to become due to the Association;

(*c*) if any person giving an undertaking or guarantee under this Rule fails on demand to discharge his liability thereunder or suspends payment, makes any arrangement or composition with his creditors generally, becomes bankrupt or goes into liquidation, unless a fresh undertaking or guarantee as aforesaid be tendered and be approved by the Managers.

If a Member ceases to be entitled to the benefits of this Class in respect of all ships entered by him in consequence of the provisions of sub-paragraphs (*a*), (*b*) or (*c*) of this Rule there shall likewise be no

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

liability on the Association for any claims in respect of any such ships but the Member shall remain liable to the Association for all calls and contributions due or to become due in respect of the said ships.

The Committee in any case arising under this Rule shall have power to admit a claim after the Member has ceased to be entitled to the benefits of this Class to the extent only of the calls and contributions (if any) already accrued due from the Member but unpaid, so that the claim may be set off against such unpaid calls and contributions.

Arbitration. 27. Any difference or dispute whatsoever between any Member and the Association touching any claim made by the Member shall be referred to the decision of a single arbitrator to be appointed by the parties, or, if they cannot agree upon a single arbitrator, to the decision of two arbitrators (of whom one shall be appointed by each of the parties in difference) and an umpire to be appointed by the two arbitrators before entering upon the reference; but no Member of the Association shall act as an arbitrator or umpire. The umpire shall sit with the arbitrators and preside at their meetings during the reference. The meetings shall be held in London. The Tribunal shall have power to receive and act upon such evidence, whether oral or written or whether strictly admissible as evidence or not, as it shall think fit. The submission to arbitration shall be subject to the provisions of the Arbitration Act 1950 and any statutory modification thereof for the time being in force. No Member shall be entitled to maintain any action or other proceedings against the Association in respect of any claim in this Class unless and until the claim shall have been submitted to the Committee and they shall have given their decision thereon, or shall have made default for one month in so doing, and, if such decision be disputed or such default be made, unless and until the claim shall have been referred to arbitration in manner herein provided and the award shall have been published, and then only for the sum so ascertained to be payable by the Association.

Alteration to Rules. 28. Any Member wishing to propose any alteration in the Rules shall give written notice specifying the same to the Managers, who will submit the same to the Committee. If the Committee think fit they may direct the Managers to summon a meeting of the Members of this Class as provided for in the Articles.

The Committee may at any of their meetings propose any alteration in the Rules and direct the Managers to summon a meeting of the Members of this Class to consider the same.

Notices. 29. All notices required to be given to the Association under these Rules shall be addressed to the Managers and be in writing.

30. Any notice required to be given to a Member under these Rules may be sent by post to his registered address as furnished by him in writing to the Association, or, if such address be outside the United Kingdom, by telegraph, and if no such address shall have been furnished may be left at the Office of the Association and addressed to such Member, and such notice shall be deemed to have been duly served at noon on the day after the same is put into the post or telegraph office or left at the Office of the Association as the case may be.

31. Words defined in the Articles shall have the same meaning in these Rules.

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

BYE-LAWS.

The Committee have passed BYE-LAWS under Rule 10 of Class 5 (The Protecting and Indemnity) that Members making contracts by charter, berth note, bill of lading, or otherwise, in the trades to which the undermentioned forms of contract apply, shall contract on these forms of contract respectively and no others.

SCHEDULE OF CHARTERS.

Charters marked thus * *are not compulsory* upon Shipowners, but are recommended.

The attention of Members is drawn to alterations in certain of the approved forms of charterparties as advised in the General Circulars of the Chamber of Shipping.

COAL (which includes Coke and Patent Fuel).

CHAMBER OF SHIPPING COAL CHARTERS.

NOTE.—The Charters Nos. 1, 5 and 8 apply to all trades except Special Trades for which Charterparties have been provided as shown in this Schedule.

1.—Chamber of Shipping Welsh Coal Charter, 1890. Amended 1950.

2.—Chamber of Shipping Welsh Coal Charter, 1890. Patent Fuel. Amended 1950.

3.—Chamber of Shipping Welsh Coal Charter, 1890. For Monte Video, Buenos Ayres, &c. Amended 1950.

4.—Chamber of Shipping Welsh Coal Charter, 1890. To the Danube, Rosario, Rivers Parana or Uruguay. Amended 1950.

5.—Chamber of Shipping East Coast Coal Charterparty, 1922. From East Coast (Humber to Berwick), for all trades except Coasting, Elbe to Brest and all Ports North of the Elbe, Baltic Trades, Monte Video, Buenos Ayres, &c., Danube, Rosario, Rivers Parana and Uruguay. *Code Name :* "MEDCON." Amended 1950.

6.—Chamber of Shipping East Coast (Humber to Berwick) Coal Charterparty, 1896. To Monte Video, Buenos Ayres, &c. Amended 1950.

7.—Chamber of Shipping East Coast (Humber to Berwick) Coal Charterparty 1896. To the Danube, Rosario, Rivers Parana and Uruguay. Amended 1950.

8.—Chamber of Shipping Scotch Coal Charter, 1896 (exclusive of Coasting—Elbe to Brest included—and all Ports North of the Elbe and Baltic Trades). Amended 1950.

9.—Chamber of Shipping Scotch Coal Charter, 1896. For Monte Video, Buenos Ayres, &c. Amended 1950.

10.—Chamber of Shipping Scotch Coal Charter, 1896. To the Danube, Rosario, Rivers Parana or Uruguay. Amended 1950.

11.—Chamber of Shipping Coasting Coal Charterparty, 1950. From East Coast of England, from Scotland, and from Belgian, Dutch and German Ports to Ports between Elbe and Brest and Ports in the United Kingdom (London and Rochester excepted). *Code Name :* "COASTCON." Amended 1950.

12.—Chamber of Shipping Coasting Coal Charterparty, 1913. From the Bristol Channel to Ports between Elbe and Brest and in the United Kingdom. *Code Name :* "WELCON." Amended 1950.

13.—The Baltic and White Sea Conference Coal Charter, 1921. (From East Coast of England and Scotch Ports to all Ports in the Baltic, Scandinavia and White Sea.) *Code Name :* "BALTCON." (Adopted by the Chamber of Shipping.) Amended 1950.

14.—Chamber of Shipping Coasting Charterparty, 1921. For Mersey District Ports, including Cumberland, Barrow Preston, Fleetwood and Manchester Ship Canal. *Code Name :* "MERSEYCON." Agreed with the Merchants' Representatives October, 1921. Amended 1950.

15.—Baltic and International Maritime Conference Polish Coal Charter, 1950. For Coal and Coke from Poland. Adopted by the Documentary Committee. Agreed with : Centrala Zaytu Weela (Polish Sales Corporation) and The Scandinavian Coal Importers' Federation. *Code Name :* "POLCON."

WOOD (including Pitwood, Props, and Pulpwood).

CHAMBER OF SHIPPING WOOD CHARTERS TO THE UNITED KINGDOM.

1.—Chamber of Shipping BALTIC Wood Charterparty, 1961. (Baltic and Norway to the United Kingdom and to Republic of Ireland.) Agreed 16.7.51. Amended 1964. *Code Name :* "NUBALTWOOD."

2.—SOVIET WOOD Charterparty, 1961. (U.S.S.R. Baltic, White Sea, Barents Sea and Kara Sea Ports to the U.K., the Republic of Ireland and other countries). Effective July, 1961. *Code Name:* "SOVIETWOOD."

3.—Chamber of Shipping PITCH PINE Charter, 1906, for the United Kingdom, European Continent and Mediterranean. Amended 1950. *Code Name :* "PIXPINUS."

4. Chamber of Shipping BRITISH NORTH AMERICAN (ATLANTIC) Wood Charterparty, 1914. Amended 1950. *Code Name :* "BENACON."

5.—Chamber of Shipping Pitwood Charter (France to Bristol Channel Ports), 1924. Amended 1950. *Code Name :* "PITWOODCON."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

*6.—THE BALTIC & INTERNATIONAL MARITIME CONFERENCE PROP AND PULPWOOD CHARTER 1937. Baltic and Norway to Continent. (Adopted by the Documentary Committee.) *Code Name :* "PROPCON."

*7.—THE BALTIC & INTERNATIONAL MARITIME CONFERENCE WOOD CHARTER 1937. Baltic—excluding U.S.S.R.—and Norway to Continent. (Adopted by the Documentary Committee.) *Code Name :* "CONTWOOD."

*8.—THE FINNISH CELLULOSE UNION, HELSINGFORS, BALTIC PULP & PAPER CHARTER (AMENDED 1950). Negotiated by The Baltic & International Maritime Conference. (Adopted by the Documentary Committee.) *Code Name :* "BALTPULP."

TIME.

*9.—THE BALTIC & INTERNATIONAL MARITIME CONFERENCE UNIFORM TIME CHARTER Amended 1950. (Adopted by the Documentary Committee.) *Code Name :* "BALTIME 1939."

*10.—TRANSITIONAL CONTROL OF BRITISH SHIPPING TIME CHARTER. Negotiated with the Ministry of War Transport, March, 1946. (Adopted by the Documentary Committee.) *Code Name :* "TRANSITIME 1946."

*11.—Chamber of Shipping coasting and short sea daily hire Charterparty, 1954. *Code Name :* "COASTHIRE."

GRAIN.

*1.—Chamber of Shipping AZOFF Berth Contract, 1910. Amended 1931. *Code Name :* "AZCON."

2.—Chamber of Shipping DANUBE Berth Contract, 1911. Amended 1931. *Code Name :* "DANCON."

3.—Chamber of Shipping SULINA & KUSTENDJE Berth Contract, 1911. Amended 1931. *Code Name :* "SULCON."

4.—Chamber of Shipping BULGARIAN Berth Contract, 1911. Amended 1931. *Code Name :* "BULCON."

*5.—Chamber of Shipping BLACK SEA Berth Contract, 1912. Amended 1931. *Code Name :* "RUSSCON."

6.—Chamber of Shipping BLACK SEA, AZOFF, DANUBE, TURKISH AND EASTERN MEDITERRANEAN Berth Contract B/Lading, 1902. Amended 1950.

*7.—THE 1890 AZOFF CHARTERPARTY.
*8.—THE 1890 BLACK SEA CHARTERPARTY.
9.—THE 1890 DANUBE CHARTERPARTY.
} Adopted by the Chamber of Shipping, 1912.

10.—Chamber of Shipping AUSTRALIAN GRAIN Charter, 1928. Amended 1950. *Code Name :* "AUSTRAL."

*11.—AUSTRALIAN GRAIN CHARTER, 1956. Agreed with the Australian Wheat Board November, 1956. Amended 1961. *Code Name :* "AUSTWHEAT."

RICE, etc.

SAIGON CHARTERPARTY, 1938.
Agreed April 1938, with Syndicat des Exportateurs Francais d'Indochine.

STONE.

Chamber of Shipping Stone Charterparty, 1920. For all British Ports, Channel Islands and Continent between Elbe and Brest. Amended 1950. *Code Name :* "PANSTONE."

ORE.

*1.—Chamber of Shipping Mediterranean Ore Charter, 1921. From Mediterranean and Seville River to United Kingdom and Continent. Amended 1950. *Code Name :* "MEDITORE."

*2.—Chamber of Shipping Mediterranean Ore Charter, 1922. From Mediterranean and Seville River to East Coast Ports of England. Amended 1950. *Code Name :* "MECORE."

CEMENT.

Chamber of Shipping Cement Charterparty, 1922. For all ports in Great Britain and Ireland and on the Continent between Elbe and Brest. Amended 1958. *Code Name :* "CEMENCO."

FERTILISERS.

—CHAMBER OF SHIPPING FERTILISERS CHARTER, 1942. Amended 1950. *Code Name :* "FERTICON."

GENERAL.

*—BALTIC & WHITE SEA CONFERENCE UNIFORM GENERAL CHARTER. (As revised 1922) (only to be used for trades for which no approved form is in force.) Adopted by the Documentary Committee. *Code Name :* "GENCON."

COASTING AND HOME TRADE.

*—CHAMBER OF SHIPPING GENERAL HOME TRADE CHARTER, 1928. (For use only in trades for which there is no Chamber of Shipping Charter.) Amended for Northern Ireland U.K. Potato Trade 1958. *Code Name :* "BRITCONT."

*—CHAMBER OF SHIPPING GENERAL HOME TRADE BILL OF LADING, 1928. (For use with Chamber of Shipping General Home Trade Charter, 1928.) Amended 1950. *Code Name :* "BRITCONT."

WAR RISKS CLAUSE.

The Chamber has published War Risks Clauses for Voyage Charters. *Code Name :* "VOYWAR 1950."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

The Committee have also passed the following Bye-Laws :—

ARGENTINE CATTLE CONTRACTS.

All Contracts for the carriage of Live Stock from any port or place in the Argentine Republic shall have inserted in such Contracts of carriage the following clauses :—

(*a*) That the Master, Owners, or Agents of the vessel shall not be responsible for any loss or injury arising from *forces majeure*, the perils or incidents of navigation, or from steam, boilers, machinery, pumps, or pipes of any kind (including consequence of defect therein or damage thereto) ; or from collision, stranding, heeling over, upsetting, submerging, or sinking of the ship in harbours, rivers or at sea, however these or any of them may be brought about, or from the admission of water into the vessel, whether arising from any of the above-mentioned causes ; or from any act or omission, negligence, default, or error of judgment of the pilot, master, mariners, engineers or other persons in the service of the shipowner or of the stevedores, and whether occurring previously or subsequently to the vessel's sailing, or by unseaworthiness or unfitness of the ship or any part of her fittings or equipment, at or after the commencement of the voyage.

(*b*) Fittings to be supplied and ventilation arranged at the cost of the—— , and to the satisfaction of the Inspectors of the Argentine Government, and, after the said fittings, ventilation and the spaces in which cattle are to be carried, are passed by said Inspectors, no liability shall attach to the steamer or her owners for alleged inefficiency of said fittings or ventilation or unsuitability of spaces, and all fines or penalties imposed shall be borne by Charterers.

(*c*) The vessel shall not be liable under any circumstances whatsoever for the quality or condition of water or fodder, and no duty or obligation of any kind shall attach to the shipowner in relation thereto, provided reasonable steps are taken by the Master to have the vessel's tanks in good condition to carry the water for the animals, and the steamer takes such water before leaving Buenos Ayres Roads.

(*d*) The vessel shall not be liable for detention or delay in leaving loading port after the animals are embarked if caused by want of water in the docks, or other cause beyond the control of the captain.

TIME CHARTERS GENERAL CARGO STANDARD OF CLAIM CLAUSE.

Every agreement made after the 20th February, 1949, for the hire on time basis of an entered vessel under which the Owners accept responsibility for claims arising from improper stowage, short delivery or overcarriage, shall contain a provision to the following effect, viz. :—

"That in the event of the vessel loading on the berth and/or loading general cargo, the Charterers shall bear a sum equal to 1/- per gross ton of the vessel's register or £75 (whichever is the greater) on any one cargo, of claims arising from improper stowage, short delivery (whether from pilferage or any cause whatsoever) and over-carriage for which there may be responsibility on the part of the Shipowner, and if the Shipowner shall from any cause have to pay such claims in the first instance he shall be indemnified by the Charterers up to the extent of 1/- per gross ton of the vessel's register, or £75 (as the case may be)."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

42

CLAUSES RECOMMENDED BY THE ASSOCIATION.

VOYAGE CLAUSE.

"With liberty to sail without pilots, to proceed via any route, to proceed to, return to and stay at any port or ports whatsoever (including the loading port) in any order in or out of the route or in a contrary direction to or beyond the port of destination once or oftener for bunkering or loading or discharging cargo or embarking or disembarking passengers whether in connection with the present a prior or subsequent voyage or any other purposes whatsoever, and before giving delivery of the within-mentioned cargo at the port of discharge herein provided and with the like liberties as aforesaid to leave and then return to and discharge the said cargo at such port, to tow or to be towed, to make trial trips with or without notice, to adjust compasses, or to repair or drydock with or without cargo on board. The exercise of any liberty in this clause shall form part of the agreed voyage."

WAR RISKS DEVIATION CLAUSE.

"The ship shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery or otherwise howsoever given by the Government of the Nation under whose flag the vessel sails or any department thereof, or any person acting or purporting to act with the authority of such Government or of any department thereof, or by any committee or person having, under the terms of the War Risks Insurance on the ship, the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done, the same shall not be deemed a deviation, and delivery in accordance with such orders or directions shall be a fulfilment of the contract voyage and the freight shall be payable accordingly."

CHAMBER OF SHIPPING.

VOYAGE CHARTER CLAUSE PARAMOUNT, 1958.

"Notwithstanding anything herein contained no absolute warranty of seaworthiness is given or shall be implied in this Charterparty and it is expressly agreed that the Owners shall have the benefit of the "Rights and Immunities" in favour of the Carrier or ship and shall assume the "Responsibilities and Liabilities" contained in the Enactment in the country of shipment giving effect to the rules set out in the International Convention for the Unification of certain rules relating to Bills of Lading: dated Brussels the 25th August, 1924 (the "Hague Rules"). If no such enactment is in force in the country of shipment the terms of Articles III and IV shall apply. Notwithstanding the provisions of Article IV, rule 5, the Shipowner's liability (whether contested or not) in respect of any such claim shall be limited to £200 Sterling lawful money of the United Kingdom per package or unit of cargo (unless the nature and value of such cargo have been declared by the Shipper before loading and inserted in the Bill of Lading) notwithstanding that some other monetary limit is laid down by the legislation to which the contract of carriage is subject.

If any provision of this Charterparty shall be repugnant to the said Rules to any extent, such provision shall be void to that extent, but no further. Any Bill of Lading issued pursuant to this Charterparty shall contain a clause paramount incorporating the Hague Rules whether they are compulsorily applicable or not."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

UNITED STATES TRADE.

In all Bills of Lading to or from U.S.A. ports the following clauses should be used :—

CLAUSE PARAMOUNT.

"This Bill of Lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the Carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. The provisions stated in said Act shall (except as may be otherwise specifically provided herein) govern before the goods are loaded on and after they are discharged from the ship and throughout the entire time the goods are in the custody of the Carrier. The Carrier shall not be liable in any capacity whatsoever for any delay, non-delivery or misdelivery, or loss of or damage to the goods howsoever caused occurring while the goods are not in the actual custody of the Carrier."

NEW JASON CLAUSE.

"General Average to be payable according to York-Antwerp Rules, 1950, but where the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply :—

In case of accident, danger, damage or disaster, before or after commencement of the voyage, resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the shipowner is not responsible by statute, contract or otherwise, the cargo, its owner, shippers or consignees shall contribute with the shipowner in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo, and if the salving vessel is owned or operated by the Shipowner, salvage shall be paid as fully as if the salvage vessel was owned or operated by strangers. Before delivery of the cargo, consignees shall make with the shipowner a deposit in cash or give a guarantee satisfactory to the shipowner at the latter's option in such amount as the shipowner may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon."

BOTH-TO-BLAME COLLISION CLAUSE

"If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or Carrier. The foregoing provisions shall also apply where the Owners, Operators or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault in respect to a collision or contact."

CHARTER PARTIES should contain a clause as follows :—

"All Bills of Lading shall include the New Jason Clause and Both-to-Blame Collision Clause," (and these clauses should be set out in the wording stated above).

CANADIAN TRADE.

In all Bills of Lading from Canadian ports the following clause should be used :—

CLAUSE PARAMOUNT.

"All the terms provisions and conditions of the Canadian Water Carriage of Goods Act, 1936, and of the Rules comprising the Schedule thereto are,

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

so far as applicable, to govern the contract contained in this Bill of Lading and the Shipowners are to be entitled to the benefit of all privileges, rights and immunities contained in such Act and in the Schedule thereto as if the same were herein specifically set out. If anything herein contained be inconsistent with the said provisions, it shall to the extent of such inconsistency and no further be null and void.

The Carrier shall be under no responsibility whatsoever for loss of or damage to goods howsoever and wheresoever occurring when such loss or damage arises prior to the loading on and/or subsequent to the discharge from the Carrier's ship."

SOUTH AMERICAN & ARGENTINE REFRIGERATED MEAT CONTRACTS CLAUSE:—

" The owners undertake that the vessel shall be (or is) classed " 100 A 1 " at Lloyd's with R.M.C. or " B.S." by the British Corporation with R.M.C., or " 3/3 L11 " Bureau Veritas with R.M.C., and that before loading meat in any insulated space or spaces they will obtain (or have obtained) the Certificate of the Classification Society's Surveyor or other person in accordance with their Rules, that such insulated space or spaces and the refrigerating machinery have been surveyed and found in good condition and fit for the conveyance of refrigerated cargoes. The existence of such class, and the production of such Certificate, shall be deemed to be conclusive evidence against the Charterers, Shippers, and Consignees or Indorsees of Bill of Lading, that the vessel, her engines, machinery, refrigerating machinery, spare gear, and equipment and insulation, were at the loading, and at the commencement and during every stage of the voyage, in every respect sufficient and in a seaworthy and fit condition; and the existence of such Class and Certificate shall be deemed to satisfy and discharge every obligation or warranty, express or implied, under Charter Party or Bill of Lading, to provide a seaworthy and fit vessel for the voyage or any stage thereof; and, further, it shall absolutely exclude any claim for damage or loss or delay, on any ground whatsoever, the intention being that the meat is received and carried, as regards perils of every kind, whatsoever, at the Merchants' own risk absolutely, the Shipowners not being responsible for unseaworthiness or negligence or default of themselves, their agents or servants, or any other person whomsoever, nor for any other peril of any kind or nature whatsoever, nor for any loss or damage of any kind arising from any cause or peril whatsoever.

The above exceptions are to be read as absolutely unqualified by any other words, whether written or printed, appearing in this Contract or implied therefrom, and full and complete effect shall be given to the aforesaid exceptions, anything to the contrary appearing herein notwithstanding."

ONIONS & GENERAL CARGOES FROM EGYPT.

Every Charter, Berth Note or Engagement for Carriage of Cargo from Egypt entered into on or after the 1st January, 1919, in respect of an entered steamer, shall contain a provision to the following effect:—

"It is specially agreed that no liability for loss of, damage to and/or deterioration in onions shall attach to the Master and/or Owners of the steamship even if such loss, damage and/or deterioration result from a cause for which but for this special agreement to the contrary the steamship would have been liable.

"The Charterers hereby undertake the responsibility that all Bills of Lading issued in respect of cargoes shipped under this contract shall contain this Clause.

"In the event of any Member failing to comply with this requirement he shall not be entitled to any protection by the Association, but the Committee may, in their discretion pass a claim in respect of onions not exceeding 50% of such claim."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

48

LIST OF
SHIPS ENTERED
FOR 1964-65

As at 20th FEBRUARY, 1964

SHIP	ENTERED BY	GROSS REGISTER TONNAGE	ENTERED TONNAGE Class V The Protecting and Indemnity	ENTERED TONNAGE Class VIII Freight Demurrage and Defence
Sisee	Italnavi Societa di Navigazione	6422	6422	6422
Sister Katingo	Nautilus Petroleum Carriers Corporation	20549	20549	20549
Slight Wind	Continental Navigation & Enterprises Ltd. ...	3541	3541	...
Smith Adventurer	Janet Quinn Corporation	7606	7606	...
Smith Builder	Russel L. Steamship Corporation	7645	7645	...
Smith Caper	Do.	7628	7628	...
Smith Conqueror	Anne Quinn Corporation	7216	7216	...
Smith Crusader	Dorothy Boylan Corporation	7202	7202	...
Smith Defender	Do.	7651	7651	...
Smith Explorer	Russel L. Steamship Corporation	7638	7638	...
Smith Leader	Dorothy Boylan Corporation	7651	7651	...
Smith Pilot	Anne Quinn Corporation	8258	8258	...
Smith Tourist	Janet Quinn Corporation	7643	7643	...
Smith Victory	Do.	7646	7646	...
Smith Voyager	Anne Quinn Corporation	7606	7606	...
Somia	Somia Compania Maritima S.A.	805	805	805
Sonderburg	Partenreederei "Sonderburg"	5009	5009	...
Sonja	Estoco Shipping Co. Ltd.	1570	1570	...
Sonja Vinke	N.V. Nederlandsche Maatschappij Voor de Walvischvaart	713	713	...
Sougueta	Cie de Navigation Fruitiere	4525	4525	...
Sounlotis	Sounion Shipping (Piraeus) A.E. Inc.	8815	8815	8815
South Breeze	China Shipping Co. Ltd.	9898	9898	...
South Esk	Australian Coastal Shipping Commission	1616	1616	...
*Southern Coast	British Channel Islands Shipping Co. Ltd. ...	869	869	...
Southern Eagle	Transocean Freighters Corporation	13966	13966	13966
Southern Mariner	Pan Norse Steamship Co. S.A.	4819	4819	...
Southern Venture	Do.	7268	7268	...
Southpole	Reefer and Transport Corporation...	6421	6421	6421

* Entered in "Class 7—War Risks."

Southwind	Southwind Navigation Co. Ltd. ...
•Spinel	Gem Line Ltd. ... ...
Splendid Sea	Mutual Steamship Operators Ltd. ...
•Springbank	The Bank Line Ltd. ... ...
Stamos	La Poseidonia Compania de Vapores S.
Star of Assuan	United Arab Maritime Co. ... ...
Star of Luxor	Do. ... ...
Star of Suez	Do. ... ...
Stavangerfjord	Patt Manfield & Co. Ltd. ... ...
Stefanios	Transpacifica Compania Naviera S.A.
•Stork	The General Steam Navigation Co., Lt
•Stormont	Belfast Steamship Co. Ltd. ...
Straits Breeze	Cambay Prince Steamship Co. Ltd.
Suhae Ho	Korea Shipping Corporation ...
•Sulaco	Elders & Fyffes Ltd. ... ...
Sunda Breeze	South Breeze Navigation Co. Ltd.
Sunlight	Pan Norse Steamship Co. S.A. ...
Sunshine	Sunshine Navigation Co. S.A. ...
•Surrey	Federal Steam Navigation Co., Ltd.
Suva Breeze	South Breeze Navigation Co. Ltd.
•Swallow	The General Steam Navigation Co. Lt
•Swift	Do.
Sydney Breeze	South Breeze Navigation Co. Ltd.
Syllum	Zerssen & Co. ... ...
•Sylvafield	The Northern Petroleum Tank S.S Co
Syros	Syramar Compania Naviera S.A. ...
Tabarka	Cie Tunisienne de Navigation ...
•Tabor	Moss Hutchison Line Ltd. ... ...
Tacana	N.V. Houtvaart ... ...
Taddei Victory	Consolidated Mariners Inc. ... ...
Taddei Village	Do. ... ...
Tai Poo Hong	Shun Cheong Steam Navigation Co. L
Tai Poo Loy	Do.

• Entered in " Class 7—

...	...	2358	2358	...
...	...	654	654	...
...	...	7176	...	7176
...	...	7569	7569	7569
A.	...	8789	8789	8789
...	...	5464	5464	...
...	...	6433	6433	...
...	...	6433	6433	...
...	...	14015	14015	...
...	...	7207	7207	7207
l. ...	...	493	493	...
...	...	906	906	...
...	...	3377	3377	...
...	...	7176	7176	...
...	...	7602	3801	...
...	...	2877	2877	...
...	...	7200	7200	...
...	...	3541	3541	3541
...	...	8227	8227	8227
...	...	4970	4970	...
l. ...	...	1413	1413	...
...	...	757	757	...
...	...	4996	4996	...
...	...	5091	5091	...
. Ltd.	...	11243	5622	11243
...	...	7146	7146	7146
...	...	1316	1316	...
...	...	3694	3694	...
...	...	1837	1837	1837
...	...	7637	7637	...
...	...	8244	8244	...
d.	...	3373	3373	...
...	...	3547	3547	...

War Risks."

CLAIMANT INDIA SUPPLY MISSION'S EXHIBIT 10

HOWARD, JONES, ROBERTS & SEETS LIMITED
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